



11-07-16
16-MED-04-0552
2571-01
K34948

MASTER AGREEMENT

between the
LAKE EDUCATION ASSOCIATION
and the
LAKE LOCAL BOARD OF EDUCATION

September 1, 2016 - August 31, 2019

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	PREAMBLE	5
I	RECOGNITION	5-7
	A. Recognition	5-6
	B. Definitions	6
	C. Principles	6-7
	D. Recognition Rights	7
II	NEGOTIATIONS AGREEMENT	7-12
	A. Negotiations Procedure	7-9
	B. Agreement	9
9	C. Impasse	
	D. Provisions Contrary to Law	10
10	E. Amendment Procedure	
	F. Individual and Organization Rights	10
	G. Definitions	10-12
III	TEACHER CONDITIONS	12-17
	A. School Calendar	12
	B. Length of Day	13
	C. Notification of Assignment	14
	D. Class Size	14-16
	E. Room Conditions	16
	F. Daily Planning	16
	G. Extra Duty	16
	H. Perfect Attendance	17
	I. Personnel File	17

IV	TRANSFERS	18-19
18	A. Transfer, Assignment, Vacancy Notification	
	B. Voluntary Transfers	18-19
	C. Involuntary Transfers	19
V	REDUCTION IN FORCE	20-22
	A. Reduction in Force	20-21
	B. Recall/Restoration	21-22
VI	LEAVES	
	A. Assault Leave	22
	B. Family Leave	23
	C. Involuntary Layoff	23
	D. Jury Duty	23
	E. Military Leave	23
	F. One/Two Year Leave	23
	G. Personal Leave	23-24
	H. Professional Meetings Leave	24-25
25	I. Sabbatical Leave	
	J. Sick Leave	25-26
	K. Bereavement Leave	26-27
VII	SICK LEAVE POOL	27
	Donation of Sick Leave Pool and Application to Use Sick Leave Pool	28
VIII	FAIR PRACTICE PROCEDURE	29-35
	A. Purpose	29
	B. Definitions	29
	C. Level One	29
	D. Level Two	29-30
	E. Level Three	30
	F. Level Four	30
	G. Level Five – Arbitration	30-31

	Fair Practice Procedure	32-34
IX	EMPLOYEE RIGHTS	35-37
X	CO-CURRICULAR COMMITTEE	37
XI	EMPLOYMENT OF RETIREES	37-38
XII	INSURANCE	39-43
	A. Medical Coverage	39-42
	B. Dental Coverage	42
	C. Vision Coverage	42
	D. Life Insurance	42
	E. Coverage Information	42
XIII	GENERAL	43-46
	A. Tuition Reimbursement	43
	B. College Credit Specialized Training	43
	C. Direct Deposit	43
	D. Fair Share Fee	43-44
	E. Filing and Maintaining Certificates/Licenses	44-45
	F. National Board Certification	45
	G. Building Leadership Team Stipend Process	45-46
	H. Extra Curricular Support	46
	I. District Report Card Rating	46
	J. In-Service Day	46
	K. Fingerprinting	46
XIV	PAYROLL DEDUCTION	47
	A. Dues	47
	B. Annuities	47
XV	SALARIES	47-48
	A. Salaries	47-48
	B. Co-curricular Salaries	48
XVI	SEVERENCE PAY	48

XVII	RETIREMET INCENTIVE	48-49
XVIII	STRS	49-50
	A. STRS Pick-up Utilizing the Salary Reduction Method	49-50
XIX	TEACHER EVALUATIONS	50-57
XX	DISTRIC BONUS LANGUAGE	57
A	Salary Index	58
B	2016-2017, 2017-2018, 2018-2019 Salary Schedule	59-61
C	Extra Duty Salary Schedule	62-64
XXI	IMPLEMENTATION AND DURATION PROVISIONS	65
	A. Complete Agreement Clause	65
	B. Terms and Duration	65

PREAMBLE

The purpose of the Local School District is to provide the best educational opportunities available. It is the objective of the Board of Education, the Superintendent, administrative staff and the teaching staff to provide the highest quality educational program.

The Board of Education and the Lake Education Association mutually agree to work together for the best possible educational program for the children of Lake Local School District. It is hoped that a combined effort of the parties will contribute in significant measure to the advancement of public education in the Lake Local School District.

It is the purpose of this document to establish a relationship between the Board of Education and the Lake Education Association and to set forth an orderly procedure for the consideration and mutual resolution of matters of concern to either party.

ARTICLE I – RECOGNITION

A. Recognition

1. In accordance with O.R.C. 4117.04 and 4117.05, the Board does hereby recognize the Association as the exclusive bargaining agent with respect to all matters pertaining to wages, hours, or terms and other conditions of employment and the continuation, modification, or deletion of an existing provision of the Master Agreement for all certified teaching personnel employed by Lake Local Schools both full and part-time under limited or continuous contract as part of this bargaining unit.
 - a. Classroom Teachers
 - b. School counselors
 - c. Intervention specialists
 - d. School Nurses
 - e. Substitute teachers working more than 60 days in the same position
 - f. Gifted teachers
 - g. Limited English proficiency teachers
 - h. Title teachers

2. The Association recognizes that the Superintendent, Principals, Director of Curriculum and Special Education, Technology Director, Athletic Director, Assistant Director of Curriculum, Special Education, and Special Projects, School Psychologists, and Director of Transportation and Student Activities and other administrative positions as defined in O.R.C. Chapter 4117, and substitute teachers working less than sixty (60) consecutive days in the same position are excluded from the bargaining unit.

3. The Board, in order to recognize an organization as the exclusive bargaining representative of certified personnel, requires satisfactory evidence that the organization is, in fact, one that represents a majority of such employees (50%+1).

Provided such satisfactory evidence is submitted by the employees' organization to the Board prior to October 1st of each year, the Board hereby recognizes said

organization as the exclusive bargaining agent for certificated/licensed personnel under teaching contract employed by the Lake Local Board.

5. This recognition shall continue in effect as long as the organization's paid membership contains more than 50% of the total employees in the bargaining unit.
6. Within the 60 calendar days immediately prior to the expiration of this Agreement, the recognized bargaining representative may cause an election to be held by presenting authorization cards signed by at least 40% of the total membership of the bargaining unit. In any such election, there shall be a provision to choose no union and a majority of those voting shall be required for recognition.

B. Definitions

Board – The locally elected body charged with the responsibility of establishing policies for the school district. It is further recognized that the Board is guided in this matter by existing and revised laws of the State of Ohio.

Superintendent – The executive officer of the school district.

Teacher – A person certificated/licensed and employed by the Board under a regular teaching contract. This includes all classroom teachers, special teachers (art, music, physical education, Gifted, Intervention Specialists, Limited English Proficiency & Title I teachers), school counselors, and school nurse.

Administrative staff – Includes Director of Maintenance and Athletics, Director of Curriculum and Special Education, Director of Transportation and Student Activities, Director of Technology, School Psychologists, Assistant Director of Curriculum and Special Education, Principals, Assistant Principals and Superintendent.

C. Principles

1. Attaining Objectives – Attainment of objectives of the educational program of the Lake Local School District requires mutual understanding and cooperation among the Board of Education, the Superintendent, and the Certificated/Licensed Staff. Therefore, free and open exchange of views is desirable and necessary in the negotiations process.
2. Certificated/Licensed Personnel – It is recognized that members of the certificated/licensed staff require specialized qualifications, and that the success of the educational program in the Lake Local Schools depends upon the maximum utilization of the abilities of the certificated/licensed personnel who are reasonably well satisfied with the conditions under which their services are rendered.

D. Recognition Rights

Exclusive recognition shall entitle the LEA to these rights:

1. Use of bulletin boards in teacher lounges for staff information.
2. Payroll deduction of membership dues.
3. Announcements at faculty meetings.
4. Use of public address systems and duplicating equipment for LEA announcements. Duplication costs will be paid for by LEA.
5. Distribution of bulletins to teachers according to normal school procedure.
6. Association speaking rights at regular Board of Education meetings, if prior request, where possible, is requested by the President.
7. At the time of normal distribution, the LEA President and each building will be furnished a copy of the tentative agenda for each meeting of the Board. The LEA President and each building will be furnished a copy of the minutes (not yet approved) of each Board meeting at the time that they are furnished to the Board members.

ARTICLE II – NEGOTIATIONS AGREEMENT

A. Negotiations Procedure

1. Directing Requests

All requests for negotiations meetings shall be made in writing. Requests initiated by the LEA shall be directed to the Superintendent, acting as the representative of the Board. Requests initiated by the Board shall be directed from the Superintendent to the President of the LEA. Items or provisions of the Master Contract found to be unworkable by either party may be submitted for discussion any time during the school year. The written request for professional negotiations shall include the following:

- a. Date of writing
- b. Statement of purpose of meeting.
- c. Name, address and phone number of the requesting party to arrange a mutually agreeable time for the initial negotiations meeting.

A written reply shall be sent by the receiving party within ten (10) days to the official representative of the requesting party. This communiqué shall include the following:

- a. Date of writing.
- b. Recognition of request for a professional negotiations meeting.
- c. Time, place and date of a mutually agreeable initial negotiations meeting.

2. Negotiations Meeting Period

- a. Requests to negotiate shall be directed no earlier than March 1, in the year the contract expires. The first negotiations session shall be held within fifteen (15) days of the date listed on the initial request for negotiations.
- b. At the first negotiation session, the parties will mutually exchange complete proposals on those items or provisions proposed for change. Both parties will exchange initial proposals that are complete and in writing, in such written detail so that the proposals, if agreed to by the parties, would express the entire agreement between the parties with respect to that provision proposed. Once exchanged by both negotiations teams, no new matters may be introduced for consideration during the course of these negotiations meetings, without mutual consent of both teams.
- c. The negotiations team shall be comprised of no more than five (5) members, unless a greater number is mutually agreed upon. Every effort will be made to include an LEA member from each building. Non-participating consultants may be present at the negotiating sessions which shall be in executive session.
- d. During the course of negotiations, items mutually agreed to shall be reduced in writing and initialed by representatives of each negotiation team and set aside.
- e. Either team may declare a recess within the negotiation period when it appears that meaningful progress cannot be attained. A recess can only commence after mutual agreement for the time and place for the continuation in the negotiations has been determined.
- f. Either team may call for a caucus at any time. A caucus shall not last longer than thirty (30) minutes unless an extension is mutually agreeable to both teams.
- g. The negotiation period shall extend no longer than forty-five (45) calendar days, unless mutually agreed to extend.
- h. Members of the respective negotiation teams have the power and authority to negotiate.
- i. Members of the negotiation teams shall negotiate in good faith.
- j. Progress reports may be made to the represented bodies by either negotiation team at the discretion of the team.
- k. During the course of the negotiations meetings, joint study committees may be created by mutual consent of the negotiation teams. Members of the study committee will be determined by members of the negotiation

teams. The purpose and particular assignment shall be stated at the time the study committee is created as well as the time for a report of the findings. The item(s) to be studied shall be tabled until the study reports are submitted.

B. Agreement

When agreement is reached on the items being negotiated, a final copy of the provisions shall be submitted to the LEA for ratification and then to the Board at its next regular or special Board meeting.

The final written copy shall contain the following:

1. Terms of the provisions
2. Effective date of the provisions

When approved by both parties, it shall be signed by their respective presidents and shall be entered in the official minutes of the Board. Thereupon, the items agreed to shall constitute a revision in school policies. When applicable, provisions will be reflected in the individual contract or statement of conditions of service to employees.

Official copies of negotiated and agreed to provisions shall be reproduced and distributed to all teachers by the LEA. Costs to be equally shared by the LEA and Board.

Agreed to items shall remain in effect until determined otherwise by the procedures set forth in this contract.

C. Impasse

1. Responsibilities

The parties pledge themselves to negotiate in good faith and in the event agreement is not reached, to utilize such mediatory facilities as are provided.

2. Mediation

- a. Either negotiation team may call for a mediator when an impasse has been declared in the negotiations proceedings or at the expiration of the agreed to negotiations period. The cost and expenses of Mediation shall be shared equally by the Board and the LEA.

D. Provisions Contrary to Law

If any provision of this Document pertaining to civil rights, affirmative action, unemployment compensation, workers' compensation, retirement of public employees, residency requirements, minimum educational requirements contained in the Revised Code pertaining to public education including certificate requirements of 5705.41 of the Revised Code and Ohio Minimum Standards promulgated by the State Board of

Education or any application of the Document to any certificated/licensed person, persons or the Board of Education pertaining to such subjects is found contrary to law, then this provision or application shall be deemed invalid except to the extent permitted by law. But all other provisions hereof shall be continued in full force.

E. Amendment Procedure

If either party desires to amend the negotiations procedure stipulated in this Agreement, that proposal shall be submitted to the other party in accordance with the procedures stated in Part A, Negotiations Procedure, Section 1., Directing Requests.

F. Individual and Organization Rights

1. Fair Practice Clause – The LEA agrees to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, or marital status.
2. Individuals have the right to join or not to join any organization for their professional or economic improvement. Individuals representing a minority of the professional staff may present their views and recommendations in writing to the majority group. If the majority group does not wish to pursue these subjects, the individual/individuals may submit his/her/their views to the Superintendent.
3. No reprisal of any kind by either party shall be taken against any participant in negotiations for reasons of such activity.

G. Definitions

1. **Caucus** – A limited break in the negotiations session of not more than thirty (30) minutes.
2. **Consultants** – Advisors to the negotiations team. Individuals who, due to special training, experience and talents, have abilities to assist in clarifying points under consideration and to assist in resolving misunderstandings.
3. **Executive Session** – A meeting with admittance to be limited to the discretion of the participants calling the meeting, or the provisions for such a session as provided in this negotiations procedure.
4. **Good Faith Negotiations** – Good faith requires that the Association and the Board be willing to react to each others' proposals. If a proposal is unacceptable to one of the parties, that party is obligated to give its reasons. Good faith requires both parties to recognize negotiations as a shared process.
5. **Impasse** – Disagreement, a deadlock on a given issue(s) being negotiated. Impasse is reached when no further change of position by the members of the negotiations teams is taking place and agreement is not expected.

6. **Joint Study Committee** – A group given specific assignment to develop a more meaningful understanding of a given area to assist the negotiations teams in coming to a mutual agreement. The responsibility of such committee shall be determined by the negotiations at the time. The study committee shall be advisory only and shall not be directive.
7. **Mediation** – A one (1) person review of the negotiations proceedings which lead to the impasse of the negotiations teams. Mediation shall include review and study. The purpose of mediation is to offer recommendations that could resolve the impasse on given items of disagreement. Such recommendations shall be advisory only.
8. **Mediatory Facilities** – Advisory panel or mediator.
9. **Mutual Agreement** – Any written agreement between the Board and the duly authorized representative of the teachers.
10. **Negotiate** – To confer, discuss, propose, consider, and/or make counter proposals, in good faith, in an effort to reach mutual agreement on items under consideration. Such negotiations shall be conducted by representatives of the Board and the LEA with authority to negotiate in good faith. Final approval of any negotiated item shall be first by action of the LEA and then official adoption of the Board.
11. **Negotiations Meeting Period** – That period of time not to exceed forty-five (45) calendar days, unless mutually agreed to extend, from the first negotiations meeting until agreement has been reached.
12. **Negotiations Session** – The actual conferring of the representatives of the local Board of Education and the LEA.
13. **Negotiations Team** – The body of official representatives of the local Board or LEA.
14. **Progress Report** – Reports made to the Board or the LEA while negotiations are in progress.
15. **Provision** – The part of an agreement referring to one specific item.
16. **Recess** – The period of time between negotiations sessions once the negotiations meeting has commenced. A negotiations session shall not be recessed for a period longer than seventy-two (72) hours, unless mutually agreed by both negotiations teams.
17. **Seniority** – Seniority is defined as the number of years a teacher has taught in the district.

ARTICLE III – TEACHER CONDITIONS

A. School Calendar

The Superintendent and the Association's President or designee will work together to produce the calendar for two (2) consecutive school years and thereafter maintain a calendar for two (2) years in advance by March 1. The LEA Executive Committee will then advise the Superintendent of the Association's recommendations within seven (7) working days.

The Lake School calendar shall consist of one hundred eighty-four (184) days times 7.5 hours per day, totaling 1380 hours for the school year. These days will include one hundred eighty (180) instructional days, three (3) teacher work days [one (1) prior to school's opening, half-day (1/2) at the end of first semester, one (1) full work day at the end of the second semester, and half-day (1/2) for attendance at the high school commencement, and one (1) local in-service day.] If a staff member needs to be excused from commencement, he/she may apply in writing to the Superintendent stating reasons for the request. If satisfaction is not received, the staff member may appeal to the Superintendent and the LEA President.

A maximum four (4) times per school year, a compressed school day may be utilized for in-servicing of staff. These in-service sessions can last until 3:00 p.m.

Calamity days, as accepted by the Board of Education, shall not count against these days or hours, provided that the district continues to meet the hours designated by the Ohio Revised Code, Section 3313.48. A calamity day shall be defined as an instructional day when the closing of school is deemed necessary as a result of disease, epidemic, hazardous weather conditions, law enforcement emergencies, inoperability of school buses or other equipment needed to operate the school system, damage to a school building or other property, or other temporary circumstance that renders the school facility unfit for instructional use. Teachers will not be required to work on days when the district has cancelled classes for students due to the reasons listed above.

The district will begin to make up days after 10 full days are missed or a combination of full days and delays exceeds 100 hours.

B. Length of Day

1. The Board of Education and Administration shall plan a school day that is in compliance with Ohio Revised Code, Section 3313.48.
2. The school day shall be in compliance with the minimum standards as established by the State Board of Education.

3. The minimum standards as established by the State Board of Education concerning the granting of two hundred (200) minutes per week of teacher planning time will be implemented district wide. Elementary teachers will be scheduled a minimum of thirty (30) consecutive planning minutes daily. Time periods of ten (10) minutes or less will not be considered planning time. A committee of principals, special teachers and grade level chairs will meet in the spring to give input to the elementary building administrators prior to the scheduling for the following academic year.
4. Each teacher shall be granted at least the time equivalence for lunch as directed under 3319.111 of the Ohio Revised Code (30 continuous duty free minutes). The granting of the lunch period shall not be cause for lengthening the school day.
5. The teacher day shall not exceed seven (7) hours and thirty (30) minutes, inclusive of a thirty (30) minute duty free lunch period.
6. The building time schedules will be cooperatively developed by the Board of Education and the LEA prior to the beginning of each school year.
7. Teachers are required to be on duty prior to the start of the assigned school day and at the end of the day as follows:
 - a. Lake Elementary – fifteen (15) minutes before and ten (10) minutes after
 - b. Lake High School, Lake Middle School – fifteen (15) minutes before and ten (10) minutes after.
 - c. The times in 7a and 7b are not part of the planning time and are within the 7 hour, 30 minute day.
8. Every effort will be made on the part of the teacher to attend open house, parent-teacher conferences, IEP meetings, staffings, faculty/department/grade level meetings and award programs.
9. Upon the request of LEA, the parties agree to reopen negotiations when meetings mandated by the State ODE exceed the normal work days significantly.
10. The best use of ICE time shall be determined by each individual teacher or teacher-based-team, based on the individual needs fo the students as determined by the teacher or teacher-based-team. These plans shall be actionable at the approval of the Superintendent or his/her Designee.

C. Notification of Assignment

1. Any employee for whom there may be a tentative change in his/her assignment shall receive a written notification by July 1. If changes are necessary after July 1, the teacher involved shall be notified as soon as possible. These changes shall be made by seniority defined as the number of years a teacher has taught in the district.

2. Limited Contracts up for Renewal – Persons on a limited teaching contract shall be notified of the Board’s intent to renew or non-renew the contract by April 30 of the year that the contract expires. All supplemental contracts shall automatically be non-renewed at the end of each school year. Unless otherwise notified by April 30, all certificated/licensed employees will be extended an offer to renew their supplemental contracts for the subsequent school year.

D. Class Size

1. Size Guidelines

- a. The Board and the Association recognize that the number of students in a classroom is a significant educational matter which must be based upon a number of factors, including State Statutes, the financial resources of the District, the physical facilities available and the overall needs of the educational program.
- b. The number of teacher assignments at the high school shall not exceed six (6) periods per day and at the middle school shall not exceed seven (7) periods per day without added compensation. Compensation for each high school assignment shall be paid at the rate of 14.3% of the teacher’s salary. Compensation for each middle school assignment shall be paid at the rate of 12.5% of the teacher’s salary. Compensation for an added assignment for those who are shared will be paid at the rate of 13.4% of the teacher’s salary.
- c. The administrative procedure for class size will include the following guidelines:

K-3 = 26 students
4-6 = 28 students
7-12 = 28 students
- d. Class size will be determined by the number of pupils assigned to full-time equivalency teachers, excluding specialists.

2. Elementary School Class

- a. When a class appears that it will exceed the District guidelines (as defined in 1c above), one of the following remedies will be considered by the Superintendent or the building principal in consultation with the teacher(s) involved:
 - 1) Leveling at the appropriate grade level within a building.
 - 2) Employment of a certificated/licensed aide.
 - 3) Employment of an additional teacher.

- 4) Continuation of present situation with agreement of involved teacher(s).
 - b. Compliance with the above shall be met by the completion of the first (1st) quarter.
3. Secondary School Classes
 - a. When a class appears that it will exceed the District guidelines (as defined in 1c above), one of the following remedies will be considered by the Superintendent or the building principal in consultation with the teacher(s) involved:
 - 1.) Leveling classes at the appropriate level and subject within the buildings.
 - 2.) Adding a section where needed.
 - 3.) Employment of a certificated/licensed aide.
 - 4.) Employment of an additional teacher.
 - 5.) Continuation of present situation with agreement of involved teacher(s).
 - b. Compliance with the above shall be made by the completion of the first (1st) quarter.
 - c. When it appears that a class in musical performance shall exceed 55 students, the Superintendent or building principal, in consultation with the teacher involved, will consider the remedies listed in Article III, Item A.
 - d. Classes in physical education shall be exempt from the provisions of this article as long as each class continues to have two (2) teachers. If only one teacher is assigned to a physical education class, then the class size shall not exceed thirty-two (32) before measures stated in 3a will be taken.

4. Integrating Special Needs Students

Every effort shall be made to provide special needs students with the least restrictive educational environment, in accordance with law. Teachers are encouraged to report special problems, considerations, situations or ideas to the administration as early as possible. Consideration of such reports will be given priority treatment.

Special groupings may arise which are not covered above, but are designed by teachers for instructional purposes. Such situations will be worked out cooperatively among the parties involved.

At the elementary level, the building principal will meet with grade levels to develop class rosters.

E. Room Conditions

1. Each elementary and secondary teacher shall be provided a classroom desk and lockable cabinet if necessary.
2. Physical arrangement of the room shall be at the discretion of the teacher with the approval of the respective administrator.

F. Daily Planning

Daily lesson plan books shall be provided for and kept by the teacher. The original lesson plans are the property of the teacher but shall be available for inspection by the principal upon request. The lesson plan book must always be up-to-date and available for a substitute.

G. Extra Duty

1. The Board will hire lay supervisors for elementary lunch rooms and playgrounds during the lunch period.
2. All teachers, when requested, will work at one (1) school function each semester.
3. When a staff member is absent from school because of reasons covered under the sick leave policy or personal or professional leave provided for by this negotiated agreement, or because he/she is supervising an approved field trip, or because he/she is supervising specialized testing and a substitute is not obtained, causing the teacher who has been asked to cover to lose a planning period/time, any teacher under these circumstances, who covers more than one (1) period/class per semester will be paid at the rate of \$22.00 an hour. Teachers who supervise detention, Saturday School, tutoring, or Summer School will be paid at the rate of \$22.00 an hour. This compensation shall be paid at the end of the semester in which it was earned.

H. Perfect Attendance

If an employee maintains attendance for the first semester and the second semester, he/she will receive a total incentive payment of five hundred dollars (\$500.00). The employee will receive two hundred twenty-five dollars (\$225.00) in the second pay after the first semester ends and two hundred seventy-five dollars (\$275.00) in the second pay after the second semester ends. Employees will be asked via email to notify the building principal if they have perfect attendance per the agreed upon criteria. This email will be sent no later than December 1 in the first semester and no later than May 1 in the second semester. It is the responsibility of the employee to contact the building principal no later than 3:00 pm on December 15 in the first semester and no later than 3:00 pm on May 15 of the second semester. It is the responsibility of each building principal to notify the

Treasurer's office of all employees who attained perfect attendance during the specified time period.

The following leaves will not count against Perfect Attendance:

1. The first two professional leave days.
2. All professional leave days requested by the administration.
3. Jury Duty.

I. Personnel File

Official teacher files shall be maintained only at the Board office under the following circumstances:

1. After a teacher is employed, no material concerning a teacher shall be placed in the file unless the teacher is permitted to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature and date on the actual copy to be filed, with the understanding that such signature merely signifies that he/she has read the material to be filed and does not necessarily indicate agreement with the contents.
2. Upon written request to the Superintendent, the teacher shall have the right to inspect his/her file in the presence of the member of the Board Office. An authorized representative of the LEA or their designee may inspect the file upon written consent of the teacher.
3. The teacher shall have the right to answer any material filed, and his/her answer shall be attached to the file copy.
4. An incident which has not been reduced to writing within thirty (30) school days of the occurrence may not be added to the file unless the time limit is waived by the mutual agreement of the Superintendent and LEA President or Vice-President.
5. The teacher shall be entitled to a copy of any material in his/her file. Cost of reproducing the material will be paid by the teacher.

ARTICLE IV – TRANSFERS

A. Transfer, Assignment, Vacancy Notification

1. The Superintendent shall be the executive officer of the Board. The Superintendent nominates for appointment by the Board of Education all teachers, principals and the Assistant Superintendent. (3319.02, 3319.07)
2. Vacancy shall be defined as a position presently unfilled, position current filled but will be open in the future, and position current not in existence.

3. Vacancies in professional positions and extra duty positions shall be publicized by giving written notice to the LEA President or Secretary and posting in each school building; notification of vacancies during June and July will be included in the payroll mailings. In the event no application(s) for a position are received within ten (10) work days, such position shall be filled without further obligation to these requirements.
4. No vacancy shall be filled by above procedures while there are eligible employees for such position in accord with Recall Provisions.
5. Any teacher may apply in writing to the Superintendent and Principal for such vacancy, stating his/her reasons, qualifications and experience. Each qualified applicant within the system will be considered for an interview.
6. Positions will be filled on the basis of certification and individual qualifications.
7. When notification of a vacancy has been posted, and an LEA member(s) has applied for the position, said member(s) shall be notified as to whether or not the member will be granted the new assignment within ten (10) working days of the final date of the original notification.

B. Voluntary Transfers (teacher requested building change)

1. The Superintendent will furnish by April 1 a list of known vacancies for the next school year to Building Principal and Association President or Secretary; supplemental list of vacancies shall be provided as they occur.
2. A list of teachers requesting possible transfers and which positions desired will be posted in each building office. It is each teacher's responsibility to add his/her information to the request for transfer list. This list will be posted until April 15 when copies will be sent to all principals, the Superintendent and the Association President. Such request for transfers shall be valid through the first semester of the next year. The Building Representatives of the Association will be responsible for placing the form in the building office.
3. Applicants for transfer will be considered for the open position.
4. The Superintendent retains the right to assign staff based on the needs of the District. The Superintendent will consider the certification, qualifications, and seniority of applicants in approving transfer requests, as well as the overall needs of the District.

C. Involuntary Transfer (a transfer of a teacher because of redistricting, declining enrollment, changes in curriculum, return of a teacher from leave, changes in location of program or classes, or building closure)

1. Involuntary transfers may be effected only for above defined reasons. The affected teacher(s) and the Association will be given reasons for the transfer by

July 1 except in cases of emergency, when such reasons will be given at the earliest opportunity by the Superintendent.

2. Within fifteen (15) days of such notification, the teacher involuntarily reassigned, if requested, shall be granted a conference with the Superintendent and Building Administrator. At such conference, the teacher may be represented by one association representative of his/her choice.
3. Involuntary transfers will be made with consideration given to certification, individual qualifications and District seniority.
4. The teacher being involuntarily transferred will be placed only in an equivalent position, one which involves no reduction in rank and no impairment in tenure or seniority.
5. A teacher who has been involuntarily transferred shall not face a second involuntary transfer for the remainder of the school year in which the involuntary transfer was made and subsequent school year unless due to reasons for which a Reduction in Force (RIF) is available.
6. No teacher shall be reassigned to any position for which he/she is not certificated/licensed or cannot become certificated/licensed without additional training.
7. No transfer shall be disciplinary in nature.
8. The Superintendent shall have the authority granted by law to involuntary transfer any teacher if the transfer of such teacher is in the best interest of the school district, provided that above reasons and conferences are provided.

ARTICLE V - REDUCTION IN FORCE

A. Reduction in Force

In accordance with O.R.C. 3319.17, when by reason of decreased enrollment of pupils, return to work by regular teachers from leaves of absence, financial reasons, suspension of schools or territorial changes affecting the district, or any other reasons set forth in O.R.C. §3319.17, the Board decides that it will be necessary to reduce the number of teaching positions, it may make a reasonable reduction.

In the event that the district's financial situation is such that consideration is being given to a RIF situation, a committee composed of the Superintendent, Treasurer and one Board

member, with equal union representation, will meet to discuss an appropriate plan of action mutually agreed upon by both sides to be presented to the Board of Education.

The following procedure shall apply to all full-time teaching employees:

1. Where known and where possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements insofar as practicable for certificated/licensed staff members who retire or resign or whose limited agreements are not renewed.
2. The Association shall be notified of the reason(s) for RIF and the extent of staff reduction at such time a decision is made by the Board and shall be further notified as to which teacher(s) shall be suspended.
3. The teacher to be suspended will be notified of the RIF thirty (30) days prior to the effective date.
4. Reductions shall be accomplished by the Board suspending contracts based on the recommendations of the Superintendent following the committee's recommendations. The recommendation shall give preference to unit members on continuing contracts, then in the following order in accordance to the terms and conditions of HB 153.
 - a. Licensure/Certification within the affected teaching field.
 - b. Comparable Evaluation (based on three (3) consistent years of evaluation instruments for the 2012-2013 school year only. Subsequent years follow the Ohio Revised Code and subject to renegotiation.
 - c. When evaluations are comparable, seniority in the District shall prevail, with the contract of the least senior continuing contract teacher in the affected teaching field the first to be suspended.
 - d. When affected licensure/certification teaching field(s) contains only limited contract teachers, steps 1-3 above will be followed using the Summative Evaluation or the Evaluation with the highest ratings.
5. Seniority shall be defined as the total number of years in continuous employment in Lake Local Schools, starting with date Board acted to employ the teacher. Continuous employment shall include all time on sick leave, absence, all time on Board approved leave of absence, all time on military leave of absence, all time on disability retirement to a maximum of five (5) years, and all time during suspension if the teacher is reinstated. If two or more individuals have equal seniority as defined herein, the individual to be laid off will be determined by the Superintendent or designee.
6. Seniority shall be system-wide, (rather than building) and shall be determined by placing all certificated/licensed staff members on seniority lists within their areas

of certification. A list shall be prepared and kept up-dated ranking all tenured teachers in the district by seniority, giving areas of certification and present teaching and building assignment; then all non-tenured teachers in the district by seniority, giving areas of certification and present teaching and building assignment. Said seniority list, if requested, shall be made available to the LEA President by November 1 of each school year. Seniority shall be lost when a teacher resigns, retires, is non-renewed, terminated, or after January 1, 1998, is promoted out of the bargaining unit.

7. A teacher on a continuing contract who has their position reduced in force may displace the least senior teacher in the area or areas for which they are certified/licensed, but only if permitted based on their evaluation(s) as determined by the Superintendent.
8. Teachers on the RIF list shall be returned to active employment to fill vacancies in reverse order of reduction for any position that becomes available for which they are or have become certificated/licensed before any permanent teacher or substitute is hired. The Board shall recall the teacher to active employment status by giving written notice to the teacher, said written notice being sent to the teacher by registered or certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change of address

B. Recall/Restoration

1. Teachers whose contracts have been suspended will remain on a recall list for two (2) years from the effective date of the RIF for teachers who have accumulated less than ten (10) years service with the District and for three (3) years for teachers who have accumulated ten (10) or more years of service with the District prior to lay off, unless he/she:
 - a. Waives, in writing, recall rights
 - b. Resigns
 - c. Fails to accept position offered for which they are qualified and certificated/licensed.
 - d. Fails to respond, in writing, within ten (10) days after receiving notice of recall by certified or registered mail.
 - e. Accepts a contract with another school.
 - f. Accepts severance pay
2. All accumulated benefits contained in the agreement in effect at the time of recall will be restored upon return to active employment in the District. The teacher will not receive increment credits, however, for time spent on suspended contract status.

ARTICLE VI – LEAVES

A. Assault Leave

An employee who is absent due to a disability resulting from an attack upon said employee which assault occurs on Board premises or while in the attendance at an official school function and in the course of said employee's employment shall, subject to the approval of the Superintendent, or his/her designee, be granted up to twenty (20) working days assault leave and/or reimbursement for costs incurred repairing or replacing personal property damaged or destroyed as reported at the time of the incident. During such assault leave, said employee shall be maintained on a full-time basis. Prior to reimbursement by the Board, all avenues of insurance (both attacker's and victim's) will be pursued.

Assault leave may be granted under this policy unless the employee in question: (1) has a signed, written statement justifying the granting and use of assault leave. Said statement shall be upon Board provided forms; (2) provides a certificate from a licensed physician stating the nature and duration of the disability and the necessity of absence from regular employment. Assault leave, which is approved by the Superintendent, shall not be charged against sick leave earned or earnable by the employee.

Any teacher receiving assault leave days shall file a complaint with appropriate law enforcement agency against the assailant and cooperate in the full prosecution of said individual. The Lake Board of Education will also file similar charges against the assailant and will take appropriate action to prevent a recurrence.

Falsification in either the written, signed statement of the events or circumstance surrounding the assault, or the physician's statement shall be grounds for consideration of suspension or termination of employment.

B. Family Leave

1. Maternity/Paternity Leaves – Teachers may take maternity/paternity leave without pay for up to twelve (12) months. A second year may be granted upon request. If more than thirty (30) days are requested, return must be at the beginning of a nine (9) week grading period unless waived by the Superintendent.
2. The Board shall grant a maximum of thirty (30) days of accumulated sick leave during the pre-natal and/or post-natal periods of a pregnancy. Each teacher will furnish to the Board her doctor's recommendation(s). Paternity leave can be granted in accordance with the Federal Family Medical Leave Act. A teacher adopting a child less than two (2) years of age shall have option 1.

C. Involuntary Layoff

A teacher, who is involuntarily laid off because his/her position has been eliminated, may be granted a leave of absence upon request. Leave granted under this provision may be renewable annually to a maximum of two years.

D. Jury Duty

In the event that a teacher is requested to perform jury duty according to O.R.C. 3313.211 he/she shall receive his/her regular salary. There shall be no loss of accumulative sick leave.

E. Military Leave

Military leave will be granted in accordance with the requirement of state law O.R.C. 3319.14. Whenever a teacher who is a member of the National Guard, Air National Guard, Naval Reserve, Air Force Reserve, Army Reserve, Marine Reserve or other reserve components are called to active duty or active training, involuntarily, during his/her contractual year, he/she shall be entitled to leave of absence.

F. One/Two Year Leave

Upon the written request of a teacher, a Board of Education may grant a leave of absence for a period of not more than two (2) consecutive years for educational or professional or other purposes and shall grant such leave where illness or other disability is the reason for the request. Upon the return to service of a teacher at the expiration of a leave of absence, he/she shall resume the contract status which he/she held prior to such leave.

G. Personal Leave

At the beginning of each school year, each certificated/licensed employee shall be credited with three (3) unrestricted personal leave days. Those certificated/licensed employees who are hired during the school year will receive a lesser number of days prorated to the nearest one-half day. Unused personal leave shall not accumulate from one year to another.

A certificated/licensed employee planning to take a personal leave day shall notify his/her Principal on the proper form. Notification shall be made at least three (3) days in advance except in the case of emergency. The request for personal leave shall be forwarded to the Office of the Superintendent for approval after it has been approved by the Principal.

The only restrictions on the use of these days are as follows:

1. The day(s) may not be used in conjunction with any holidays/vacation days, with the exception of the Martin Luther King and Presidents' Day weekends. On those two weekends, the days will be restricted in that no more than five (5) LEA members per building may take a personal day simultaneously in conjunction with the two named holiday weekends.

2. The day(s) may not be used the first five (5) nor the last five (5) working days of the 184 day calendar unless waived by the Superintendent. The day(s) may no be used on district wide full in-service days unless waived by the Superintendent.
3. Each individual is responsible for keeping track of the number of days used. Overuse will result in a deduct situation.
4. Leaves must be taken in a minimum of one-half (1/2) day increments.
5. The leave can only be taken if a substitute can be obtained.

For those employees who do not qualify for the perfect attendance incentive in any semester, an employee will receive Fifty Dollars (\$50.00) for each personal leave day not used.

H. Professional Meetings Leave

Teachers may be granted leave for attendance at professional meetings on approval of the Board designee. The meeting should relate to the subject area or extra duty assignment of the teacher and will be evaluated. Information gained from the meetings will be shared with others and the Board in a written/verbal report, if requested. Failure to comply will result in no reimbursement.

Requests for attendance at professional meetings shall be made fifteen (15) days prior to the regular meeting of the Board. Applications will be submitted to and reviewed by the Superintendents for approval. The fifteen (15) day limit may be waived by the Superintendent. Teachers whose request has been denied shall be notified immediately.

A leave of absence for attendance at the meeting will be granted without loss of pay if on a school day. The Board will provide conference registration, transportation expenses, room and Board and will provide a substitute. Teacher will provide the Board with paid receipts.

Departmental chairpersons and grade level chairpersons will participate in curriculum development and revision. Teachers other than above positions shall be granted release time or be paid twenty-one dollars (\$22.00) per hour, if approved by the building principal, for curriculum development or revision.

The employee must submit a written report to his/her building principal within five (5) school days of returning from professional leave. The employee shall attach a copy of the agenda to the written report.

I. Sabbatical Leave

A sabbatical leave without pay may be granted according to O.R.C. 3319.131 to professional personnel who have completed five (5) years of service in the school system, for the purpose of professional growth which will eventuate in improved educational

services to the children of Lake Local Schools. Such improvement is usually achieved by formal study, research, writing and/or travel which is related to the teaching area.

The returning teacher shall be given an increment on the salary schedule for the time he/she was on leave, if he/she meets the requirements established by the Board.

J. Sick Leave

A certificated/licensed employee may use sick leave, as listed below, for absence due to personal illness, injury, pregnancy, or exposure to contagious disease which could be communicated to others. Sick leave may also be used for absence due to illness or injury of the employee's family members or deaths as listed below. Falsification of the sick leave statement shall be grounds for disciplinary action, including loss of pay and/or dismissal.

All accumulations of unused sick leave credits accrued under prior laws and policies shall remain to the credit of the sick leave account of each employee on the effective date of this plan. Accrued credits shall be allowed to employees transferring their employment from other boards of education or other political subdivisions in Ohio, provided said credits have been computed under the minimum requirements of the laws of the State of Ohio.

All certificated/licensed professional teachers new to the profession in the Lake Local School system shall be granted five (5) sick days as of the first official day of the school year. These five days are construed as being concurrent with, but not in addition to, the 1-1/4 days of sick leave (15 days per year) which shall be credited to the sick leave account of the employee. The maximum number of days so accumulated shall be three hundred (300) effective September 1, 2016. Written reason for use of sick leave will be given by the employee.

The same monthly accrual for 1-1/4 days per month shall continue during the use of sick leave, provided the employee has not been officially separated from the present payroll.

Sick leave shall be allowed teachers for periods not to exceed their accumulated sick leave account but with the maximum limitations stipulated for the following causes:

1. Illness – for duration of the illness.
2. Injury – for the duration of the injury.
3. Exposure to contagious disease – until quarantine is lifted.
4. Death of father-in-law or mother-in-law – five (5) days for such death. In case of multiple deaths of mother-in-law or father-in-law, teacher will be allowed ten (10) days.
5. Death of an aunt, uncle, grandparent, step-parent and other in-law, close friend, distant relative or neighbor – two (2) days per each death.

6. Serious illness or other serious emergency to the employee's spouse or child for duration of illness or emergency as provided by state law O.R.C. 3319.141. In the event emergency conditions arise, an extension of the family illness leave without pay shall be granted provided that in all cases of extension an application will be submitted.
7. A leave of absence without pay for up to one (1) year shall be granted for the purpose of caring for a sick member of the teacher's family.
8. Serious illness of brother, sister, parents, grandparents, grandchild, and in-law, a maximum of five (5) days per occurrence.
9. If the Superintendent suspects a pattern of abuse or falsification of sick leave, the Superintendent may require medical documentation for all future sick leave.
10. Additional leave may be granted by the Superintendent for any of the above situations.

K. Bereavement Leave

A certified/licensed employee may receive a bereavement leave upon the death of family members as listed below:

1. Death of father, mother, brother, sister, spouse, children, grandchildren, or relative who lives continuously with the employee - five (5) days for such death. In case of multiple deaths or spouse and children, teacher will be allowed ten (10) days.
2. Bereavement leave will not count against the accumulation of sick days, nor count against perfect attendance if the teacher is otherwise eligible.

ARTICLE VII - SICK LEAVE POOL

- A. A sick leave pool shall be established to provide sick leave benefits to a bargaining unit member who has exhausted all in his/her accumulated sick leave due to a catastrophic injury or catastrophic illness. All bargaining unit members may draw upon the sick leave pool to a maximum of sixty (60) days per occurrence or to the end of the school year, whichever is less.
- B. Application to draw days from this pool must be recommended by the Executive Committee on the appropriate form to the Superintendent. The Superintendent may grant up to the maximum number of sixty (60) sick leave days. All accumulated sick leave days during the time of the sick leave shall be exhausted before days from the pool may be used.

- C. The Association shall send a written notice to the Treasurer that details the number of sick leave days to be deducted from each bargaining unit member which shall also include a signed statement from each member authorizing the Treasurer to transfer the days. The donation of days to the sick leave pool shall not affect the “Perfect Attendance” section of the contract.
- D. Once the total accumulation in the pool drops below one hundred (100) days, the Association shall solicit additional days from the certificated/licensed staff members in the District.
- E. In no case shall this plan prevent or prolong a unit member from applying for and going on disability retirement.
- F. Any misuse of this leave may result in disciplinary action.

DONATION TO SICK LEAVE POOL

I, _____ donate _____ sick leave days to the Lake Local Sick Leave Pool.

Signature _____ Date _____

APPLICATION TO USE SICK LEAVE POOL

I _____ wish to apply for _____ days of sick leave from the Lake Local Sick Leave Pool. I understand that all my sick leave, that will continue to accumulate during my absence, will be deducted before days from the pool will be used. Doctor's verification will be supplied upon request by administration.

Employee's Signature and Date

Doctor's name and address

This has been approved by the LEA Executive Committee and is recommended to the Superintendent.

LEA President's Signature and Date

ARTICLE VIII – FAIR PRACTICE PROCEDURE

A. Purpose

The primary purpose is to secure at the lowest level possible and in the shortest period of time equitable solutions to problems of parties involved with no reprisals of any kind against any employee initiating or participating in the procedures.

B. Definitions

1. Grievance – A claim by a certificated/licensed person that he/she has been adversely affected by an alleged violation, misinterpretation or misapplication of the terms and conditions of the Master Contract, established Board policy and/or his/her individual contract.
2. Days – Number of days shall mean “actual teacher work days during the school year and Monday through Friday, excluding holidays, during the summer.” All grievance processing and investigating activities, including arbitration, shall be conducted outside of the instructional day. Time limits may be extended by mutual written agreement of parties involved.
3. Group Grievance – A group grievance may be filed by the LEA when five (5) or more employees or the majority of the members of a department, building or grade level are adversely affected by the identical grievance. Group grievance must be signed by all employees affected. Group grievance shall have arisen out of identical circumstances affecting each member of said group.

C. Level One

Within ten (10) working days of the occurrence of the act or condition giving rise to a grievance, an employee having a grievance shall first discuss it with his/her immediate supervisor. If the grievance is not discussed with the immediate supervisor within ten (10) working days, it shall no longer exist. Prompt and fair handling of a grievance is important to both good morale and effective school administration. Both parties should make a sincere and determined effort to resolve the grievance at this level. If the grievance stems from a decision made by the Superintendent, the grievant may skip to Level Three after engaging in discussion with the Superintendent.

D. Level Two

If the discussion does not resolve the grievance to the satisfaction of the employee, the employee shall have the right to lodge a written grievance with the building principal. If such grievance is not lodged within five (5) days following the discussion in Level One, it shall no longer exist. The grievance shall be on a form approved by the Board of Education.

A copy of the grievance shall be filed with the Superintendent. The principal shall hold a hearing within five (5) working days after the receipt of the grievance. The employee shall have the right to be represented at such hearing by a representative of his/her local employee organization. The building principal shall take action on the written grievance within five (5) working days after the conclusion of said hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, his/her representative, and the Superintendent.

E. Level Three

If the action taken by the building principal does not resolve the grievance to the satisfaction of the employee, the employee may appeal in writing to the Superintendent. Failure to file such appeal within five (5) working days from receipt of the written report of actions taken by the principal shall be deemed a waiver of the right to appeal. A hearing shall be conducted by the Superintendent within five (5) working days after receipt of the request. The aggrieved employee shall have the right to be represented at such hearing by a representative of his/her local employee organization or counsel of his/her choice.

The Superintendent shall take action on the appeal of the grievance within five (5) Superintendent working days (in the office) after the conclusion of the hearing. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee, his/her representative, and the building principal. Failure of the Superintendent to respond in the time limits stated shall mean the relief sought shall be implemented.

F. Level Four

If the action taken by the Superintendent does not resolve the grievance to the satisfaction of the employee, such employee may appeal in writing to the Board of Education. Failure to file such appeal within five (5) working days from receipt of the written memorandum of the Superintendent's action on said grievance shall be deemed a waiver of the right of appeal. A hearing shall be conducted within ten (10) days by the Board of Education in Executive Session with the employee, a representative of his/her choice, the principal and Superintendent. Within ten (10) working days after the conclusion of the above mentioned hearing the Board shall respond in writing, informing the grievant of their decision.

The decision of the Board of Education shall be final. Should the grievant not be satisfied with the decision of the Board of Education, the grievant may file legal action or arbitration.

G. Level Five – Arbitration

Within five (5) working days from receipt of the Board's written response, the grievant shall make written notification to the Board and the LEA that the grievance will be submitted to arbitration.

Within five (5) days the arbitrator shall be selected by the Association and the Superintendent.

If the LEA and the Superintendent cannot agree on an arbitrator, the arbitrator shall be selected from the American Arbitration Association according to its voluntary rules and regulations.

The arbitrator shall hold such meetings as he/she determines necessary to make a fair and impartial decision on the grievance as stated.

The arbitrator shall have no power to alter, add to, or subtract from the terms of the Master Contract, public law, and statutes and shall be prohibited from making any decision contrary to law.

The decision of the arbitrator shall be made in writing to the aggrieved and the Board, and shall be binding on all parties.

Cost of the arbitrator shall be shared equally by the aggrieved and the Board.

LAKE LOCAL SCHOOLS
FAIR PRACTICE PROCEDURE

Grievance No. _____

Name of Grievant _____ Assignment _____

Date _____ Building _____

LEVEL TWO

A. Date of Grievance _____

B. Statement of Grievance _____

C. Relief Sought _____

Grievant Date

D. Disposition by Principal _____

Principal Date

1 copy each to: Grievant, Representative and Superintendent

LAKE LOCAL SCHOOLS

FAIR PRACTICE PROCEDURE

Grievance No. _____

Name of Grievant _____ Assignment _____

Date _____ Building _____

LEVEL THREE

A. Position _____ of _____ Grievant

Grievant _____ Date _____

B. Disposition _____ by _____ Superintendent

Superintendent _____ Date _____

1 copy each to: Principal, Grievant and Representative

LAKE LOCAL SCHOOLS

FAIR PRACTICE PROCEDURE

Grievance No. _____

Name of Grievant _____ Assignment _____

Date _____ Building _____

LEVEL FOUR

A. Position _____ of _____ Grievant

Grievant _____ Date _____

B. Disposition _____ by _____ Superintendent

Treasurer _____ Date _____

Additional _____ Response: _____

1 copy each to: Principal, Grievant, Superintendent and Representative

ARTICLE IX - EMPLOYEE RIGHTS

A. Discipline Procedure

1. The principles of progressive discipline shall apply to all disciplinary action.

The purpose of progressive discipline is to give the teacher an opportunity to improve his/her performance or behavior before further discipline is administered. Except in serious cases, progressive discipline gives an employee opportunities to correct behavior.

2. There shall be no discipline of a bargaining unit member without just cause.

Just cause provides for less serious misconduct to be administered in a progressive manner designed to correct behavior. Relatively minor teacher violations must be dealt with by imposing sequentially more severe penalties for each offense using the sequence of a verbal warning, written notices, suspension(s) without pay and then termination.

3. A reprimand is a verbal or written statement by an administrator of a teacher regarding his/her professional performance. The administrator shall issue such reprimands in accordance with the following:

- a) A bargaining unit member who has engaged in misconduct will initially be given a verbal warning. The warning will be documented in a memorandum outlining the concerns which were verbally expressed to the teacher. The memorandum will be placed in the teacher's personnel file unless the teacher engages in further misconduct within a period of three (3) years (specified period) from the date of the verbal warning and can be removed at the request of the teacher if no further violations occur during those three (3) years.
- b) If the bargaining unit member was given a verbal notice and engages in further misconduct, the teacher will be given a written notice which will be placed in his/her personnel file. The teacher will be informed that if there are repeated violations during this specified period, the teacher will be issued additional written notices, which will result in disciplinary action and/or termination.
- c) If the bargaining unit member again engages in misconduct within the specified period, he/she will be issued another written notice and suspended without pay from employment for a period of time in accordance with the provisions of this article. The written notice will clearly specify that further misconduct will result in additional days of suspension without pay and/or possible recommendation for termination.
- d) No bargaining unit member shall receive a formal verbal reprimand in the presence of any other bargaining unit member, students, parents of students, or any non-certified employee.

4. It is understood that certain matters for which discipline is deemed necessary may require immediate action by the administrator. Such action is not precluded in this section.
 - a) Serious offenses such as, but not limited to, stealing, assault, and repeated insubordination, usually justify termination without prior warnings or corrective discipline.
 - b) Less serious offenses of board rules or of proper conduct such as, but not limited to, tardiness and absence without permission, initially call for milder penalties for correction with continued violations leading to more severe disciplinary action and/or termination.
5. The appropriate administrator shall send the teacher and principal a copy of any reprimand at the time it is placed in his/her file. The teacher has a right to meet with the administrator issuing the reprimand within one week of receipt of the copy to discuss the reasons for its issuance. The teacher may be accompanied at the meeting by someone of his/her choice, which may include a representative of the Association.
6. The Superintendent may place a teacher on suspension without pay for only up to three (3) days for the first offense and only up to ten (10) days for the second offense in the same school year. The Superintendent may place a teacher on suspension with pay for up to 10 days. An employee can only be suspended for just cause. Any such suspension must be accompanied by written notice served upon the employee by certified mail. Also in the presence of a witness, the written notice of suspension can be personally delivered to the employee. If the Board of Education determines to consider termination proceedings with or without continued suspension or determines to place the teacher on an unrequested leave of absence, then it must proceed in accordance with ORC 3319.16 and 3319.13 respectively. If a suspension is a part of the termination process, the suspension may only be challenged under the termination proceeding and not the grievance procedure.
7. Except as provided in 6. above, a teacher may challenge the discipline procedure through the grievance procedure only. This does not limit a bargaining unit member from taking legal action through the courts or other legal authority to challenge actions which may be illegal.

B. Complaints

1. If a third-party letter or complaint, including a parental complaint, is placed in the teacher's personnel file, a copy of the document shall be sent to the teacher.
2. The teacher has the right to meet with the administrator who received the letter or complaint within one week of the teacher's receipt of a copy of it to discuss the matter. The teacher may be accompanied at the meeting by someone of his/her choice, which may include a representative of the Association.

3. The teacher may attach a statement to the letter or complaint in accordance.

ARTICLE X – CO-CURRICULAR COMMITTEE

The membership of the Co-curricular Committee shall be comprised of two (2) members of the Board of Education, the Superintendent of Schools, or designee, three (3) Administrators, and seven (7) Teachers (chosen by the Executive Committee of the LEA).

The Committee will meet at least annually. The LEA will be able to call a meeting of the Committee if the request is submitted to the Superintendent by January 31. It will be chaired by the Superintendent or designee.

The Committee cannot conduct a meeting/business unless a quorum of more than fifty (50) percent of the membership is present and at least one member from Administration, the Board, and the Teaching Staff is in attendance. When items are to be added/changed/deleted a vote will be taken. A majority of more than fifty (50) percent of the voting members present is needed for passage of any item.

The Committee is delegated the responsibility of recommending to the Board the creation of new supplemental positions and assigning the newly created supplemental position an index value, adjustments in the index values of current supplemental positions, and deleting supplemental positions from the Master Agreement as the need arises. The Committee is delegated no other responsibility other than making the recommendations set forth in this paragraph.

Recommendations made by the Committee pursuant to the preceding paragraph will be forwarded to the President of the Board, and the President of LEA. These recommendations are to be considered and accepted, rejected, or modified by the Board at its next regularly scheduled Board of Education meeting.

Efforts shall be made to fill co-curricular positions with certificated/licensed staff members first if the Board chooses not to renew the contract of a non-certificated/licensed staff member who previously held such position in accordance with Ohio law.

Job descriptions for all positions on the Co-curricular Salary Schedule will be published by the Board of Education and distributed to the applicant/employee upon request.

ARTICLE XI – EMPLOYMENT OF RETIREES

Where a teaching vacancy exists which the Board may fill by hiring a properly certified teacher who is not already employed by the Board, the Board may consider and employ Retirees for any such vacancy upon the recommendation of the Superintendent. For purposes of this agreement, a Retiree is an individual who has attained service retirement status with the State Teachers Retirement System and is otherwise qualified by certification and background for public school teaching in Ohio.

The Board is under no obligation to consider for employment any Retiree and the parties hereto explicitly agree that there is no expectation of continued employment or re-employment when a teacher retires from the Lake Local Schools.

A Retiree shall be paid at the Bachelor's degree Step 5 salary level regardless of training and years of service in any Ohio public or private school, and so long as employed by the Board shall not advance on the salary schedule based either on years of service or additional training. This section shall expressly supersede Chapter 3317 of the Ohio Revised Code.

Unless a higher rate of pay is agreed to by the Board and Retiree, Retiree shall receive a one-year limited teaching contract which shall expire automatically at the end of the stated term. No notice of non-renewal is required. Continuation of the employment of a Retiree through offering new one-year limited contracts which automatically expire shall be at the election of the Board and upon recommendation of the Superintendent. A Retiree is not eligible for a continuing teaching contract regardless of years of employment as a Retiree with the Board. The parties specifically waive all rights for such employees pursuant to O.R.C. 3319.11 and 3319.111.

A Retiree shall accumulate and may use sick leave in accordance with the Negotiated Agreement, but shall not be entitled to severance pay under the Negotiated Agreement or under law upon conclusion of employment as a Retiree.

Retirees rehired by the District will be eligible for single or family coverage. The Board will pay fifty percent (50%) of the premium cost and the member will pay fifty percent (50%) of the premium cost of the insurance coverage.

A Retiree shall not accumulate seniority in the bargaining unit, and has no right of recall in the event of a reduction in force under the Negotiated Agreement or under O.R.C. 3319.17.

A Retiree is eligible for a supplemental contract only at the discretion of the Superintendent. This supersedes O.R.C. 3313.53.

The Board and the Association expressly intend that this agreement supersede any differing or inconsistent terms of the Negotiated Agreement or provisions of the Ohio Revised Code which pertain to teacher employment, including but not limited to terms, provisions and statutes pertaining to teacher salary and salary schedule advancement, contract status, duration of contract, procedural requirements for contract non-renewal, evaluation requirements related to teacher contract non-renewal, reduction in force, seniority and severance pay.

ARTICLE XII- INSURANCE

A. Medical Coverage

1. The Board will provide partially paid, hospitalization-surgical-major medical coverage for all certificated/licensed employees who request said coverage. To be eligible, all certificated/licensed employees must initially sign the application request form. Court orders in custody cases may necessitate waiver of requirement in terms of blue form in which case exceptions may be petitioned to the Board of Education.

a. All certificated/licensed employees will be offered a PPO plan or a High Deductible plan with a Health Savings Account.

Premiums for all employees enrolled in the PPO plan for family coverage or individual coverage shall be on a shared basis with the employee contribution being 9% per month for premiums in the 2016-17 year, 10% in the 2017-18 school year and 11% in the 2018-19 school year. Employee contribution for a High Deductible plan will be 5% per month for premiums in 2016-17, 5% in 2017-18, and 5% in the 2018-19. The Board shall pay the remaining percentage of the premium.

Existing employees who move to the High Deductible plan with a Health Savings Account will receive a Board of Education contribution to their Health Savings Account of \$3750 for a family plan or \$1875 for a single plan in 2016-17, \$2500 for a family plan or \$1250 for a single plan in 2017-18, and \$1250 for a family plan or \$675 for a single plan in their third year of employment. This is payable in full at the first pay of the school year. For the length of the contract, new hires are eligible for \$3750 for a family plan or \$1875 for a single plan in their first year of employment, \$2500 for a family plan or \$1250 for a single plan in their second year of employment, and \$1250 for a family plan or \$675 for a single plan in their third year of employment.

A committee will be formed to choose a Health Savings Account manager that will be comprised of two representatives of the Board of Education (or designees), two members of LEA, and two members of OAPSE.

The regular open enrollment will continue to be each September with coverage effective October 1. A change in family status or loss of other insurance coverage will permit the employee to obtain coverage at any time. Employees may choose to change from one plan to the other one (1) time during the term of the contract after the original declaration.

Initial coverage begins on the first day of service and terminates on the last day of service which is determined for this purpose to be:

- 1) August 31 for a non-renewal or non-retirement resignation effective between June 1 and August 3, and for any reduction in force that happens after the beginning of the second semester of the school year.
 - 2) Date of retirement
 - 3) In all other cases the last day of the month of the last day of service.
- b. A Section 125 plan to enable employees to pay for their premium contribution with pre-tax dollars (Plan A) shall be continued.
 - c. A flexible spending account (Plan B) of one hundred fifty dollars (\$150.00) per year, payable by the Board of Education shall be continued for all employees. This benefit may be taken as cash.
 - d. The Association shall permit the District to forward the employee's name and any additional information to the administrators to satisfy the requirements for no service fee.
2. The health insurance will include the following:

- a. Hospitalization dependents to age 23 w/outpatient diagnostic
- b. Surgical – full OB coverage of dependants to age 23
- c. Major Medical(Effective 11/1/2005)
All claims filed prior to November 1, 2005 will be paid under the old plan.
\$500,000/\$1,000,000 coverage to age 23 of dependents

Deductible	
Network	\$100/\$200
Non-Network	\$200/\$400
Coinsurance OOP Max (Excludes deductible)	
Network	\$500/\$1,000
Non-Network	\$1,000/\$2,000
Physician Office Visit Co-Pay	
Network	\$10
Non-Network	100%
Coinsurance	
Network	Deductible/coinsurance
Non-Network	80%
*Certain services coverage at	60%
	90%

Prescription Drugs

Retail (30 day supply)	\$5/10/20 Co-pays
Mail Order (90 day supply)	\$10/20/40 Co-pays
Immunizations from Ages 1-9	\$500 Max./Yr./Child

3. Individuals on any approved leave may continue their hospitalization and other group benefits for the duration of said leave providing they reimburse the Board for premium costs at the group rate. Failure to forward premiums at stipulated times will terminate this benefit.
4. An employee who, because of the above eligibility provisions, does not receive Board provided single or family medical coverage or who declines single or family medical insurance through a written waiver shall be entitled to receive one thousand dollars (\$1,000.00) per fiscal year. This payment will be made annually by August 31 the year following such waiver or determination of ineligibility. Employees electing to waive this insurance coverage from the Board agree to remain out of the Board's insurance plan for the duration of this agreement. An employee who waives insurance coverage during the fiscal year shall receive a pro rated share of the one thousand dollars (\$1,000.00) payment. If an employee is ineligible for coverage from the Board because of other single or family coverage, and subsequently loses such other insurance coverage, then he/she can apply to re-enroll in the Board's plan following loss of coverage and written notification to the Board. The employee shall receive a prorated share of the payment referred to above.
5. Employees with Working Spouses
If a dependent spouse is eligible for coverage under an employer-sponsored plan at the spouse's place of employment, this plan will assume the spouse's participation in that plan and pay secondary to that plan of benefits, regardless of whether or not the spouse elected to participate in that plan, except:
 - a. If the spouse had declined coverage under the spouse's employer-sponsored plan prior to (date of implementation) and has a delay in enrollment due to an open enrollment provision, this plan will then consider any charges incurred according to the terms of this plan, but only until the open enrollment period or (date of implementation), whichever occurs first; or
 - b. If the spouse's employer-sponsored plan does not cover certain charges or if the charges are declined due to a pre-existing condition, then this plan will consider those charges according to the terms of the plan, or until the pre-existing condition limitation expires.
 - c. Administration will require all employees to complete a Spousal Certification form documenting spousal employer insurance eligibility on an annual basis.

- d. The employee and the employee's spouse are exempt from this provision if the employee or spouse is required to contribute more than \$100 per month towards the cost of the premium for the spouse's employer's plan.

B. Dental Coverage

Completely paid dental insurance for all certificated/licensed personnel.

1. 100% preventative and diagnostic
2. 80% restorative, fillings
3. 60% inlays, crowns
4. 60% orthodontia

\$1,500 maximum per person per year

\$2,500 life-term maximum per person – orthodontia

C. Vision Coverage

The Board will offer vision insurance to all employees. There will be no cost to the employee for single coverage. The cost to the employee for family coverage will be five dollars (\$5.00) per month. An open enrollment period will be held during the month of September in each odd numbered year with coverage effective October 1. Requests for such changes shall be submitted in writing to the Treasurer by September 30. No changes will be accepted any other time.

Deductible and conditions

\$5.00 per exam – 1 examination every year

\$10.00 materials – 1 set of lens and frames every twelve (12) months

Co-payments and conditions:

One examination and one set of lens and frames every twelve (12) months.

\$10.00 co-payment for the combination of the exam and the materials.

D. Life Insurance

The Board will purchase a fifty thousand dollar (\$50,000) group term life insurance policy covering each certificated/licensed employee.

E. Coverage Information

The Board will provide a health benefits booklet upon enrollment that defines all terms of use within the coverage(s). The booklet will provide details of each insurance provided including medical, vision, dental, and life insurance. The coverage information is available on the insurance provider website.

ARTICLE XIII- GENERAL

A. Tuition Reimbursement

Financial reimbursement is available to individuals who receive training or coursework related to their professional development. To be considered for tuition reimbursement, individuals must receive prior approval from the Lake Local Schools Professional Development Committee (LLSPDC). Individuals must also submit to the LLSPDC receipts of payment and proof of course completion with a minimum grade of "C" and/or "pass" on a pass/fail grade scale. Tuition reimbursement will not exceed \$2000 per person over a two-year period beginning September 1 through August 31. You are limited to two (2) payouts or checks per year. Employees can receive up to four (4) payouts over the course of the two-year period.

B. College Credit Specialized Training

Credit for additional hours of workshops and/or other specialized training courses which do not carry college credits shall be allowed for movement on the salary schedule upon approval by the Superintendent prior to attendance at same. The number of credit hours granted shall be determined by converting contact hours to semester hours on a ratio of thirty (30) contact hours to one (1) semester hour of credit to be used for movement on the salary schedule. Credit hours may be converted and accumulated on a fractional basis, but shall not be allowed for less than one-thirtieth (1/30) of a semester hour. No more than six (6) semester hours in a two-year period will be credited.

C. Direct Deposit

All certificated/licensed employees will be on direct deposit. Participants in direct deposit will receive an earnings and deductions statement each pay date.

All pay for certificated/licensed employees will be deposited directly into the bank(s) selected by the employee.

D. Fair Share Fee

Effective August 1, 1986, the Lake Board of Education agrees to automatic payroll deduction, as a condition of employment, of an amount equal to the dues of the United Teaching Profession from the pay of all bargaining unit members who elect not to become members of the United Teaching Profession, (NEA, OEA, NWOEA, LEA) or who elect not to remain members.

The Treasurer of the Board shall, upon notification from the Association that a member has terminated membership, commence the check-off of the Fair Share Fee with respect to the former member, and the amount of the fee yet to be deducted shall be the annual membership dues less the amount previously paid through payroll deduction.

Dues rates and Fair Share Fee rates shall be transmitted by the Association to the Treasurer of the Board for the purpose of determining amounts to be payroll deducted, and the Board agrees to promptly transmit all amounts deducted to the Association.

The Board further agrees to accompany each such transmittal with a list of the names of the bargaining unit members for whom all such deductions were made, the period covered, and the amounts deducted for each.

Upon timely demand, non-members may appeal to the Association the payment of the Fair Share Fee pursuant to the internal procedure adopted by the Association, or such non-members may submit such appeals as provided by law.

Implementation of this Fair Share Fee provision shall begin in the first paycheck received after January 15 by bargaining unit members who have elected not to be members of the Association; the Association agrees to notify all such non-members of their right to become members of the Association during the month of September.

Nevertheless, the amount to be deducted from the pay of all non-Association members shall be the full dues of the United Teaching Profession, unless the Association notifies the Treasurer of the Board to the contrary, and such deductions shall continue through the remaining number of payroll periods over which Association membership dues are deducted.

The above Fair Share Fee provision shall be an exclusive right of the Association not granted to any other employee organization seeking to represent employees in the bargaining unit represented by the Association.

The Association shall indemnify and save the Board harmless against any liability that may arise out of, or by reason of, any action taken by the Board for the purpose of complying with the provisions of this Fair Share provision. In the event that the Board is held to be responsible for the repayment of monies paid to the Association pursuant to this Fair Share provision, the Association shall reimburse to the Board, or designated employee, the amount of monies actually received by the Association from the Board and/or the designated employee involved.

E. Filing and Maintaining Certificates/Licenses

It is each bargaining unit member's responsibility to have the proper certification/licensure on file with the Treasurer for the Board upon receipt of such certificate/license issued by the Ohio Department of Education or at such other times as may be required by the terms of the Agreement, in order to be considered for proper contract status.

It shall be the responsibility of each bargaining unit member to apply and qualify for the renewal of any certificate/license and to verify this action prior to the first day of the new contract year, following the date of certificate/license expiration. If the certificate/license is not received by the first day of the new contract year, then wages will be withheld for

up to sixty (60) calendar days, awaiting receipt of a new certificate/license. If no certificate/license is received within the sixty (60) calendar day waiting period and verification by the Ohio Department of Education of the bargaining unit member's application cannot be made, then the bargaining unit member's contract will terminate upon the sixtieth (60th) day.

Any bargaining unit member holding a temporary teaching certificate/license shall be given three (3) contract years to complete the requirements for proper certification/licensure. If proper certification/licensure is not attained, then the bargaining unit member shall be non-renewed for failure to obtain proper certification/licensure. The non-renewal will not take place until the regular April Board of Education meeting. In the event requirements are completed subsequent to the non-renewal and the person is rehired for the next school year, then salary and seniority status shall not be interrupted.

F. National Board Certification

A teacher who receives or holds a valid National Board Certification will receive a five hundred dollar (\$500.00) stipend in each year the certification is valid and the teacher is actively teaching in the area of certification.

G. Building Leadership Teams Stipend Process

1. Building Principals will post a sign-up sheet for leadership spots for each Building Leadership Team ("BLT") in their respective buildings for at least five (5) school days. Building Leadership Teams will be chosen by the LEA members in each building by a majority vote of the members of that building. In the event that LEA membership fails to elect the designated number of representatives to the BLT, building principals may select members until the vacancies are all filled.

2. There will be the following number of positions per BLT:

Lake Elementary - 8 leadership positions (minimum of 1 representative from each grade level)

Lake Middle School - 6 leadership positions

Lake High School - 8 leadership positions (minimum of 1 representative from each department and 1 eighth grade teacher)

3. Stipend amount will be Two Hundred Dollars (\$200.00) per LEA member, and will be paid in the month of May of the current school year.

4. BLT members can expect to meet at least once a month as a Building Leadership Team, and take on necessary roles as a leader of school improvement for their respective building, including, but not limited to:

1. Determination of what student growth measures will be used for the purpose of teacher evaluations.

2. Making suggestions to the administration regarding professional development needs.

3. Suggesting individuals, including those who are employed by Lake Local Schools, who would be able to lead the professional development activities.

5. Building Principals are responsible for keeping accurate attendance for the BLT team members.

6. In addition to those on the Building Leadership Teams, all LEA members will be given the opportunity to provide input on matters that affect the curriculum and instruction that will be used in their individual classrooms, including, but not limited to what textbooks and supplementary materials to use.

H. Extra Curricular Support

1. Members will be granted “Extra Curricular” passes for home events including, but not limited to, sporting events, drama, music, etc.
2. The passes will be valid for the member and a guest.

I. District Report Card Bonus

All district indicators will be assigned a point value, which corresponds to the district grading scale, and that point value will be averaged as a standard grade point average. If the average is equivalent to a 3.0 or greater, the teachers will receive a \$500 bonus. If the average is a 3.70 or greater, the teachers will receive a \$1000 bonus. The Board of Education has authority to increase a \$500 bonus to \$1000 bonus if they feel the circumstances warrant such a change.

This bonus is to paid to current employees of the district who were employed in the district the year the bonus was earned. LEA members hired the year it was paid, but who did not work in the district the year it was earned, and recent retirees are not eligible for the bonus. The bonus must be paid no later than 30 days after the report card release.

J. Teacher in-service day and one/two hour delays for professional development planned and the teachers notified no less than thirty (30) days in advance as to the purpose and expectations by the chairperson of the District Leadership Team (DLT).

K. The Board shall pay employee costs for performing Fingerprinting and State Bureau of Criminal Identification and Investigation (BCI&I) Background Checks conducted by the District once every five (5) years for those bargaining unit members who have five or more years of experience in the District. If a bargaining unit member resigns from the District within twelve (12) months of the District paying this cost, the bargaining unit member must reimburse the District for the cost.

ARTICLE XIV- PAYROLL DEDUCTION

A. Dues

The Board will withhold pay, upon authorization of the individual teacher, for membership dues of the LEA (including the OEA, and the NEA). Such sum shall be deducted as dues from the regular salaries over pay periods (October – June) of all members as authorized.

Dues deductions authorization shall be irrevocable for periods of one year except that authorization may be withdrawn during the period between August 22 and September 15 each year. Requests for such withdrawal of authorization shall be submitted in writing to the school Board Treasurer by the employee. If dues deduction is not revoked during such period, it shall continue for successive periods of one year.

B. Annuities

The Board of Education will withhold pay, upon the authorization of individual teachers for tax sheltered annuities. Each annuity company must sign Lake's Provider Agreement. Salary Reduction Agreements must be submitted on forms provided by Lake Local Schools. Each new company must enroll a minimum of three (3) employees.

If an employee has an existing annuity and his/her annuity company refuses to sign the Provider Agreement, the employee may increase the annuity to a maximum of 12% of his/her gross salary (limited to \$9,500).

The open enrollment periods for new contracts and changes to existing contracts will be August 1 through August 20 for deductions beginning in September, and December 1 through December 20 for deductions beginning in January. An annuity may be discontinued at any time.

Severance pay does not qualify for inclusion in the annuity calculations.

ARTICLE XV – SALARIES

A. Salaries

The attached salary schedules will be effective September 1, 2016 through August 31, 2019. Effective September 1, 2016, the base salary shall be Thirty-Four Thousand Six Hundred Ten Dollars (\$34,610.00). Effective September 1, 2017, the base salary shall be Thirty-Five Thousand Four Hundred Seventy-Five Dollars (\$35,475.00). Effective September 1, 2018, the base salary shall be Thirty-Five Thousand Eight Hundred Thirty Dollars (\$35,830.00). The attached salary schedule is a reflection of a 2.5% increase in the base salary for 2016-17, a 2.5% increase in the base salary for 2017-18, and a 1% increase for 2018-19.

Salaries will be paid in twenty-six (26) installments.

B. Co-curricular Salaries

The attached co-curricular salary schedules shall be in effect from September 1, 2016 through August 31, 2019. The contract will be re-opened at the conclusion of the 2018-19 school year to study and discuss incentives to be incorporated into the co-curricular salary schedule.

The co-curricular salary schedule will be computed on the base salary of the current year's salary schedule found in SALARIES Part A and will be adjusted annually.

September 1, 2016 – August 31, 2017 - \$34,610

September 1, 2017 – August 2018 - \$35,475

September 1, 2018 – August 2019 - \$35,830

All Co-curricular positions will be paid at one hundred percent (100%) of the stated amount per position.

Any traveling within the District that is a requirement of the teacher's position will be compensated at a rate equal to the amount currently published by the IRS upon submission of the required reimbursement form. This does not include any travel between home and school.

ARTICLE XVI – SEVERANCE PAY

Severance pay shall be paid to certificated/licensed employees with ten (10) or more years of Lake Local service upon retirement or to employees terminated by reason of the expiration of the three (3) year period specified in the recall/restoration provision based upon one-fourth (1/4) of accumulated sick leave up to a maximum of three hundred (300) days effective September 1, 2016. The rate paid shall be the per diem rate of the employee's basic contract at the time of retirement. Supplemental contract wages are not included in the calculations. The payment of severance will only be made to the employee in one lump sum when satisfactory evidence of retirement with STRS has been provided. Retirement is defined as when employee leaves the Lake Local Schools and receives all or part of his/her STRS contributions and occurs within three (3) years of his/her last date of employment with the Lake Local Schools, and is eligible for all or part of the employer's contribution.

ARTICLE XVII – RETIREMENT INCENTIVE

A. Except for those teachers described in paragraph B., for teachers who were not eligible to retire prior to the 2015-2016 school year, if a teacher elects to retire at the end of the school year in which they first reach STRS eligibility for full benefits, typically at 30 years of credited service, the teacher will receive a one-time retirement incentive payment of \$30,000.00. STRS Pension Reform contains a provision starting in 2016 that gradually increases the Minimum Age and Years of Service for unreduced retirement benefits. Unless changed, it is the intention for the Retirement Incentive to follow the STRS schedule that begins with the 2016 School Year. (Payable through a District contribution to the ING Employer 403(b) Accumulated Sick Pay Plan, subject to the Plan

rules and IRS regulations in effect at that time.) This benefit is forfeited for those who opt to continue working beyond the school year in which they are first eligible to retire.

- B. In the event a teacher is first eligible to retire at age 55 with 25 years of credited STRS service, if they chose to retire, they would also be eligible for the retirement incentive payment. However, they would also be permitted to retire at any time until they reach the 30 years of credited service mark and receive the retirement incentive. Note: It is the intention for the Retirement Incentive to also follow the STRS schedule for reduced retirement benefits that begins with the 2016 school year.
- C. Those employees who wish to retire and receive the retirement incentive must notify the Treasurer's office by January 1 that they will retire at the end of the school year. Teachers may turn in their notice/intent to retire at anytime during the school year. The January 1 date is not mandated. If a teacher has the desire to retire during the school year, it is further clarified, the teacher will maintain eligibility for the retirement incentive if the Superintendent approves the early departure.

It is further understood that a teacher does not have to wait until the end of a school year to retire, but is entitled to complete their school year if they so desire. If the end of the school calendar extends into June, the end of the school year will be defined as May 31 for retirees wanting to be eligible to receive their first full STRS check in June.

- D. Those employees who retire at the end of the 2016-17, 2017-18, and 2018-19 school years will receive the one-time payment to which they are entitled pursuant to Article XVII.
- E. The employee will be entitled to the \$30,000.00 payment, plus sick leave severance, in accordance with rules governing the ING Employer 403(b) account within ninety (90) days of the date of retirement or the date proof of retirement is received, whichever is later. If rules governing the ING Employer 403(b) account do not permit the entire amount of the severance to be paid at one time, the employee shall receive the remainder of the severance pay within thirty (30) days after the beginning of the subsequent tax year.

ARTICLE XVIII – STRS

- A. STRS Pick-up Utilizing the Salary Reduction Method
 - 1. The Board of Education of the Lake Local School District herewith agrees with the Lake Education Association to pick-up at no cost to the Board and utilizing the salary reduction method, contributions to the State Teachers Retirement System paid on behalf of unit members under the following terms and conditions:
 - a. The amount to be “picked-up” on behalf of each employee shall be 9.3 percent (9.3%), or the prevailing rate per the Ohio Revised Code, of the employee’s gross annual compensation. The employee’s annual

compensation shall be reduced by an amount equal to the amount “picked-up” by the Board for the purpose of State and Federal tax only.

- b. Shall be uniformly applied to all members of the bargaining unit.
 - c. The pick-up became effective January 1, 1986 and shall apply to all compensation including supplemental earnings thereafter.
2. Each teacher will be responsible for compliance with Internal Revenue Service salary exclusion allowance regulations with respect to the pick-up in combination with other tax deferred compensation plans.
3. If the foregoing pick-up provisions are nullified by subsequent Internal Revenue Service Rulings, Ohio Attorney General Opinions, or other governing regulations, the Board will be held harmless and this Article of the Agreement shall be declared null and void.

ARTICLE XIX - TEACHER EVALUATIONS

Definitions:

- A. Evaluation Procedure: The procedural requirements set forth in this agreement to provide specificity to the statutory obligations established under sections 3319.111 and 3319.112 of the Ohio Revised Code and to conform to the framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- B. Ohio Teacher Evaluation System (OTES): The teacher evaluation system that is codified under sections 3319.111 and 3319.112 of the Ohio Revised Code.
- C. Evaluation Framework: The document created and approved by the Ohio Department of Education (ODE) in accordance with section 3319.111(A) of the Ohio Revised Code that establishes the standards-based framework for the evaluation of teachers developed under section 3319.112 of the Ohio Revised Code.
- D. Evaluation Factors: The multiple measures that are required by law to be used in the teacher evaluation procedure. The two factors, which are weighted equally, are student growth measures at 50 percent and teacher performance at 50 percent.
- E. Student Growth Measure (SGM): Tool or assessment that is used to measure, or determine, student academic growth. As an evaluation factor, the SGM dimension is based on value-added scores, assessments from ODE’s list of assessments for teachers where value-added scores are not available, and from local measures of student growth based on student learning objectives (SLO’s). SGM results are reported as: above expected levels of student growth, expected levels of student growth, below expected levels of student growth.
- F. Teacher Performance: The assessment of a teacher’s performance, resulting in a performance rating. As an evaluation factor, the teacher performance dimension is based on direction observations and walkthroughs that are performed by a credentialed evaluator. Teacher performance results are reported as a teacher performance rating.
- G. Evaluation Rating: The final, summative evaluation level that is assigned to a teacher based on evaluations that are conducted pursuant to the terms of this agreement. The

evaluation rating is assigned at the conclusion of the evaluation cycle when the teacher performance rating is combined with the results of student growth measures where 50 percent of the evaluation rating is based on student growth measures as provided in this agreement and 50 percent of the evaluation rating is based on a teacher performance rating as provided in this agreement. Each completed evaluation will result in the assignment of a teacher to one of the following evaluation ratings: Accomplished, Proficient, Developing, or Ineffective.

- H. Evaluation Cycle: The period of time for the completion of the evaluation procedure. The evaluation procedure is completed when student growth measures resulting from assessments that were administered in the previous school year are combined with the performance ratings from performance assessments that are conducted for the current school year to assign and evaluation rating.
- I. Evaluation Instrument: The process and forms used by the teacher's evaluator.
- J. Student Learning Objectives (SLO): A measurable, long-term academic growth target that a teacher sets at the beginning of the year for all students or for subgroups of students over a given interval of instruction based upon baseline data gathered at the beginning of the course.
- K. Ohio Teacher and Principal Evaluation Systems (eTPES): The method used by the District to electronically report to ODE aggregate, final, summative teacher evaluation ratings. The District shall report the number of teachers for whom an evaluation was conducted and the number of teachers assigned to each evaluation rating.
- L. Poorly Performing Teacher: A teacher who is assigned an evaluation rating of 'Ineffective' for two consecutive years or 2 out of 3 consecutive years.

The Purpose:

- A. The purposes of teacher evaluation are:
 - 1. To serve as a tool to advance the professional development of teachers.
 - 2. To inform instruction.
 - 3. To assist teachers and administrators in identifying and developing best educational practices in order to provide the greatest opportunity for student learning and achievement.

Application:

- A. The teacher evaluation procedure contained in this agreement applies to the following employees of the District:
 - 1. Teachers working under a license issued under sections 3319.22, 3319.26, 3319.222, or 3319.226 of the Ohio Revised Code who spend at least 50 percent of their time providing student instruction.

2. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2003 who spends at least 50 percent of their time providing student instruction.
3. Teachers working under a permanent certificate issued under section 3319.222 of the Ohio Revised Code as it existed prior to September 2006 who spends at least 50 percent of their time providing student instruction.
4. Teachers working under a permit issued under 3319.301 of the Ohio Revised Code who spend at least 50 percent of their time providing student instruction.

Evaluators:

- A. An evaluator must be a credentialed, contracted administrator employed by the District.
- B. In assessing a teacher's performance, evaluators will not make judgments or discriminate on the basis of the teacher's age, gender, race, ethnicity, national origin, religion, sexual orientation, marital status, military status, disability, or union membership and activism.
- C. Each evaluator must successfully complete state-mandated evaluator credentialing training and is required to pass a credentialing assessment.
- D. The evaluators will notify teachers no later than September 15 of each year, or in the case of a new teacher, within 30 days of the first day worked, the name of his or her evaluator.
- E. Teachers with an above-expected level of student growth on the student growth measure dimension of the evaluation procedure may request an alternate evaluator.

Criteria for Performance Assessment:

- A. A teacher's performance shall be assessed based on the criteria set forth in the evaluation instrument, Appendix D.
- B. All monitoring or observation of the work performance shall be conducted openly and fairly.
- C. No misleading, inaccurate, or undocumented information may become part of a teacher's performance assessment. All results and conclusions of performance assessments must be documented and supported by evidence.
- D. There will be no electronic recording of a teacher's classroom performance without the knowledge and consent of the teacher.

Observations:

- A. Schedule of Observations

1. A minimum of 2 formal observations shall be conducted to support each performance assessment. A formal observation shall last a minimum of 30 minutes and a maximum of 60 minutes. If after the second formal observation, a teacher's performance is found deficient to the extent that adverse personnel action may result, a minimum of 1 additional observation shall be conducted.
2. The evaluator will make every attempt to hold a pre-conference before each formal observation during the first semester of the evaluation cycle.
3. A post-observation conference shall be held after each formal observation and shall be used to inform the teacher if observed instructional practices are aligned with the expectations that are identified in the teacher's professional growth or improvement plan.
4. A teacher may request a formal observation at any time in addition to those required by this procedure.

Walkthroughs:

- A. A walkthrough is a formative written assessment piece that focuses on one or more of the following components:
 1. Evidence of planning
 2. Lesson delivery
 3. Differentiation
 4. Resources
 5. Classroom Environment
 6. Student Engagement
 7. Assessment
- B. A walkthrough shall be at least 3 consecutive minutes, but not more than 5 consecutive minutes.
- C. The teacher shall be provided a copy of the walkthrough form, including all scripted and anecdotal documents relative to the walkthrough
- D. There will be no walkthrough for the purpose of teacher performance after the post-observation conference.

Remediation of Deficiencies Identified During Observations and Walkthroughs:

- A. Formal observations and walkthroughs resulting in the identification of performance deficiencies shall be addressed during the post-observation conference or the formal

debriefing following a walkthrough. All deficiencies identified but the evaluator shall be compiled and reported in writing and a copy of the written report shall be provided to the teacher at the post-observation conference or formal debriefing

- B. The evaluator involved shall make recommendations and otherwise assist the teacher for the purpose of remediation of identified deficiencies.
- C. The evaluator and the teacher shall develop a plan for remediation of identified deficiencies and such plan shall be reduced to writing and provided to the teacher.
- D. The remediation plan shall detail:
 - 1. Performance issues documented as deficient.
 - 2. Specific performance expectation.
 - 3. Specific timelines, not less than 6 weeks, as to allow for the remediation of identified deficiencies.
 - 4. The allocation of financial and other resources of assistance to be provided by the District to support professional development of the teacher.
 - 5. The provision for a trained mentor, as appropriate, will be provided by the District.
 - 6. If a remediation plan is developed prior to March 1, those identified deficiencies shall be reevaluated as part of the performance assessment process for the remainder of the school year. A remediation plan for deficiencies that are successfully remediated during the remainder of the school plan shall be deemed complete.
 - 7. If a remediation plan is developed after March 1, the plan shall be continued into the next school year.
 - 8. Other observed deficiencies regarding the teacher's failure to adhere to reasonable work rules and other documented deficiencies not noted during the formal observations or walkthroughs must be put in writing within 10 days unless mutually waived by the Superintendent and the LEA President or Vice President. The evaluator shall provide, in writing, to the teacher any plan for remediation of identified deficiencies and shall include a reasonable time period for said remediation.

Finalization of Evaluation:

- A. Written Report
 - 1. All formal observations for the summative evaluation should be completed by May 1. A copy of the formal written evaluation report shall be given to the teacher by May 20 and a conference shall be held between the teacher and the evaluator.
- B. Completion of Evaluation Cycle

1. The summative evaluation of a teacher shall be based upon student growth measures resulting from assessments that were administered in the previous school year and performance that is assessed during the walkthroughs and formal observations that are conducted for the current school year. The evaluation shall acknowledge the performance strengths of the teacher evaluated as well as performance deficiencies, if any. The evaluator shall note all the data used to support the conclusions reached in the formal evaluation report. The evaluation report shall be signed by the evaluator. The evaluation report shall be signed by the teacher to verify notification to the teacher that the evaluation will be placed in their file, but the teacher's signature should not be used as evidence that the teacher agrees with the evaluation. The evaluation report shall be completed by May 20 and sent to the Superintendent.
2. The teacher shall have the right to make a written response to the evaluation and to have it attached to the evaluation report to be placed in the teacher's personnel file. A copy will be provided to the teacher.

Professional Development:

- A. Professional growth and development plans shall be developed as follows:
 1. Teachers with above and expected levels of student growth will develop a professional growth plan collaboratively with the credentialed evaluators and will have input on their credentialed evaluators cycle.
 2. Teachers with below expected levels of student growth will develop an improvement plan with their credentialed evaluators.
 - A. In the event that a teacher and evaluator are unable to agree on the evaluator's expectations for the improvement plan, the teacher may request the teacher mentor to facilitate further discussion between the teacher and the evaluator.
 3. Professional growth and improvement plans for a school year shall be developed no later than May 20.
 4. Professional growth and improvement plans shall describe the specific performance expectations, resources, and assistance to be provided.

Note: For the purposes of this agreement, professional growth and improvement plans shall be based on the overall student growth measure level and not for individual subjects or classes taught.

Improvement Plans:

- A. A professional improvement plan is a clearly articulated assistance program for a teacher whose student growth measure is below the expected level of student growth.
- B. The professional improvement plan shall include:

1. Specific performance expectations, resources, and assistance to be provided.
 2. Timelines for its completion
- C. Mentor Teachers for Teachers on an Improvement Plan-The District will provide teachers under an improvement plan with a trained mentor who is not the credentialed evaluator.
1. The mentor teacher must be trained to act as a mentor through the Ohio Department of Education Instructional Mentoring Program.
 2. The mentor teacher must hold a valid teaching certificate/license.
 3. The mentor teacher must have demonstrated the ability to work cooperatively and effectively with the professional staff members and have knowledge on a variety of classroom management and instructional techniques.
 4. The mentor teacher does not have a formal evaluation role. The mentor's role is to support the growth of the educator in the classroom and for student progress.
 5. Other than a notation to the effect that a teacher served as a mentor teacher, the teacher's activities as a mentor teacher shall not be part of that staff member's evaluation.
 6. A mentor teacher shall not be requested or directed to make any recommendation regarding the continued employment of the teacher.
 7. No mentor teacher shall be requested or directed to divulge information from the written documentation or confidential mentor/mentee discussions.
 8. All interaction, written or oral, between the mentor teacher and the teacher shall be regarded with confidentiality. Any violation of this tenet by the mentoring teacher shall constitute grounds for immediate removal from his or her role as mentor teacher.
 9. At any time, the mentor teacher or the teacher may exercise the option to have a new mentor teacher assigned to the teacher. No specifics shall be given as basis for the exercise of this option and said change shall occur without prejudice or judgment to either the mentor teacher or the teacher.

Due Process:

- A. Teachers who disagree with the level of growth, the rating of performance and/or the summative, or overall evaluation rating shall be allowed to request a different evaluator and such request shall be considered by the District.
- B. A teacher shall be entitled to Union representation at any conference held during this procedure in which the teacher will be advised of an impending adverse personnel action.

ARTICLE XX - DISTRICT BONUS LANGUAGE

All district indicators will be assigned a point value, which corresponds to the district grading scale, and that point value will be averaged as a standard grade point average.

If the average is equivalent to a 3.0 or greater, the teachers will receive the lower percentage per the accompanying scale.

If the average is a 3.70 or greater, OAPSE members will receive the highest percentage available according to the accompanying scale.

This bonus is to be paid to current employees of the district who were employed in the district the year the bonus was earned.

OAPSE members hired the year it was paid, but who did not work in the district the year it was earned, and recent retirees are not eligible for the bonus.

The bonus must be paid no later than 30 days after the report card release.

CERTIFICATED/LICENSED SALARY INDEX

APPENDIX A

EXP.	BACHELOR	150S/225Q HRS.	BACHELOR PLUS 24S/36Q HRS.	MASTERS	MASTERS PLUS 10S/15Q GR. HRS.	MASTERS PLUS 16S/24Q GR. HRS.
0	1.0000	1.0371	1.0742	1.1113	1.1484	1.1855
1	1.0520	1.0891	1.1262	1.1633	1.2004	1.2375
2	1.1040	1.1411	1.1782	1.2153	1.2524	1.2895
3	1.1560	1.1931	1.2302	1.2673	1.3044	1.3415
4	1.2080	1.2451	1.2822	1.3193	1.3564	1.3935
5	1.2600	1.2971	1.3342	1.3713	1.4084	1.4455
6	1.3120	1.3491	1.3862	1.4233	1.4604	1.4975
7	1.3640	1.4011	1.4382	1.4753	1.5124	1.5495
8	1.4160	1.4531	1.4902	1.5273	1.5644	1.6015
9	1.4680	1.5051	1.5422	1.5793	1.6164	1.6535
10	1.5200	1.5571	1.5942	1.6313	1.6684	1.7055
11	1.5200	1.6091	1.6462	1.6833	1.7204	1.7575
12	1.5200	1.6091	1.6982	1.7353	1.7724	1.8095
13	1.5200	1.6091	1.6982	1.7873	1.8244	1.8615
14	1.5200	1.6091	1.6982	1.8393	1.8764	1.9135
15	1.5720	1.6611	1.7502	1.8913	1.9284	1.9655
16	1.5720	1.6611	1.7502	1.8913	1.9284	1.9655

17	1.5720	1.6611	1.7502	1.8913	1.9284	1.9655
18	1.6240	1.7131	1.8022	1.9433	1.9804	2.0175
19	1.6240	1.7131	1.8022	1.9433	1.9804	2.0175
20	1.6240	1.7131	1.8022	1.9433	1.9804	2.0175
21	1.6760	1.7651	1.8542	1.9953	2.0324	2.0695
22	1.6760	1.7651	1.8542	1.9953	2.0324	2.0695
23	1.6760	1.7651	1.8542	1.9953	2.0324	2.0695
24	1.7280	1.8171	1.9062	2.0473	2.0844	2.1215
25	1.7280	1.8171	1.9062	2.0473	2.0844	2.1215
26	1.7280	1.8171	1.9062	2.0473	2.0844	2.1215
27	1.7800	1.8691	1.9582	2.0993	2.1364	2.1735
28	1.7800	1.8691	1.9582	2.0993	2.1364	2.1735
29	1.8320	1.9211	2.0102	2.1513	2.1884	2.2255
30	1.8320	1.9211	2.0102	2.1513	2.1884	2.2255
31	1.8320	1.9211	2.0102	2.1513	2.1884	2.2255
32	1.8320	1.9211	2.0102	2.1513	2.1884	2.2255
33	1.8320	1.9211	2.0102	2.1513	2.1884	2.2255
34	1.832	1.9211	2.0102	2.1513	2.1884	2.2255
35	1.832	1.9211	2.0102	2.1513	2.1884	2.2255
36	1.832	1.9211	2.0102	2.1513	2.1884	2.2255
37	1.832	1.9211	2.0102	2.1513	2.1884	2.2255
38	1.832	1.9211	2.0102	2.1513	2.1884	2.2255
39	1.832	1.9211	2.0102	2.1513	2.1884	2.2255
40	1.832	1.9211	2.0102	2.1513	2.1884	2.2255

SEPTEMBER 1, 2016 – AUGUST 31, 2017

APPENDIX B

EXP.	BACHELOR	150S/225Q HRS.	BACHELOR PLUS	MASTERS	MASTERS PLUS	MASTERS PLUS
			24S/36Q HRS.		10S/15Q GR. HRS.	16S/24Q GR. HRS.
0	\$34,610	\$35,894	\$37,178	\$38,462	\$39,746	\$41,030
1	\$36,410	\$37,694	\$38,978	\$40,262	\$41,546	\$42,830
2	\$38,209	\$39,493	\$40,778	\$42,062	\$43,346	\$44,630
3	\$40,009	\$41,293	\$42,577	\$43,861	\$45,145	\$46,429
4	\$41,809	\$43,093	\$44,377	\$45,661	\$46,945	\$48,229
5	\$43,609	\$44,893	\$46,177	\$47,461	\$48,745	\$50,029
6	\$45,408	\$46,692	\$47,976	\$49,260	\$50,544	\$51,828
7	\$47,208	\$48,492	\$49,776	\$51,060	\$52,344	\$53,628
8	\$49,008	\$50,292	\$51,576	\$52,860	\$54,144	\$55,428
9	\$50,807	\$52,092	\$53,376	\$54,660	\$55,944	\$57,228
10	\$52,607	\$53,891	\$55,175	\$56,459	\$57,743	\$59,027
11	\$52,607	\$55,691	\$56,975	\$58,259	\$59,543	\$60,827
12	\$52,607	\$55,691	\$58,775	\$60,059	\$61,343	\$62,627
13	\$52,607	\$55,691	\$58,775	\$61,858	\$63,142	\$64,427

14	\$52,607	\$55,691	\$58,775	\$63,658	\$64,942	\$66,226
15	\$54,407	\$57,491	\$60,574	\$65,458	\$66,742	\$68,026
16	\$54,407	\$57,491	\$60,574	\$65,458	\$66,742	\$68,026
17	\$54,407	\$57,491	\$60,574	\$65,458	\$66,742	\$68,026
18	\$56,207	\$59,290	\$62,374	\$67,258	\$68,542	\$69,826
19	\$56,207	\$59,290	\$62,374	\$67,258	\$68,542	\$69,826
20	\$56,207	\$59,290	\$62,374	\$67,258	\$68,542	\$69,826
21	\$58,006	\$61,090	\$64,174	\$69,057	\$70,341	\$71,625
22	\$58,006	\$61,090	\$64,174	\$69,057	\$70,341	\$71,625
23	\$58,006	\$61,090	\$64,174	\$69,057	\$70,341	\$71,625
24	\$59,806	\$62,890	\$65,974	\$70,857	\$72,141	\$73,425
25	\$59,806	\$62,890	\$65,974	\$70,857	\$72,141	\$73,425
26	\$59,806	\$62,890	\$65,974	\$70,857	\$72,141	\$73,425
27	\$61,606	\$64,690	\$67,773	\$72,657	\$73,941	\$75,225
28	\$61,606	\$64,690	\$67,773	\$72,657	\$73,941	\$75,225
29	\$63,406	\$66,489	\$69,573	\$74,456	\$75,741	\$77,025
30	\$63,406	\$66,489	\$69,573	\$74,456	\$75,741	\$77,025
31	\$63,406	\$66,489	\$69,573	\$74,456	\$75,741	\$77,025
32	\$63,406	\$66,489	\$69,573	\$74,456	\$75,741	\$77,025
33	\$63,406	\$66,489	\$69,573	\$74,456	\$75,741	\$77,025
34	\$63,406	\$66,489	\$69,573	\$74,456	\$75,741	\$77,025
35	\$63,406	\$66,489	\$69,573	\$74,456	\$75,741	\$77,025
36	\$63,406	\$66,489	\$69,573	\$74,456	\$75,741	\$77,025
37	\$63,406	\$66,489	\$69,573	\$74,456	\$75,741	\$77,025
38	\$63,406	\$66,489	\$69,573	\$74,456	\$75,741	\$77,025
39	\$63,406	\$66,489	\$69,573	\$74,456	\$75,741	\$77,025
40	\$63,406	\$66,489	\$69,573	\$74,456	\$75,741	\$77,025

SEPTEMBER 1, 2017 – AUGUST 31, 2018

EXP.	BACHELOR	150S/225Q HRS.	BACHELOR PLUS	MASTERS	MASTERS PLUS	MASTERS PLUS
			24S/36Q HRS.		10S/15Q GR. HRS.	16S/24Q GR. HRS.
0	\$35,475	\$36,791	\$38,107	\$39,423	\$40,739	\$42,056
1	\$37,320	\$38,636	\$39,952	\$41,268	\$42,584	\$43,900
2	\$39,164	\$40,481	\$41,797	\$43,113	\$44,429	\$45,745
3	\$41,009	\$42,325	\$43,641	\$44,957	\$46,274	\$47,590
4	\$42,854	\$44,170	\$45,486	\$46,802	\$48,118	\$49,434
5	\$44,699	\$46,015	\$47,331	\$48,647	\$49,963	\$51,279
6	\$46,543	\$47,859	\$49,175	\$50,492	\$51,808	\$53,124
7	\$48,388	\$49,704	\$51,020	\$52,336	\$53,652	\$54,969
8	\$50,233	\$51,549	\$52,865	\$54,181	\$55,497	\$56,813
9	\$52,077	\$53,393	\$54,710	\$56,026	\$57,342	\$58,658

10	\$53,922	\$55,238	\$56,554	\$57,870	\$59,186	\$60,503
11	\$53,922	\$57,083	\$58,399	\$59,715	\$61,031	\$62,347
12	\$53,922	\$57,083	\$60,244	\$61,560	\$62,876	\$64,192
13	\$53,922	\$57,083	\$60,244	\$63,404	\$64,721	\$66,037
14	\$53,922	\$57,083	\$60,244	\$65,249	\$66,565	\$67,881
15	\$55,767	\$58,928	\$62,088	\$67,094	\$68,410	\$69,726
16	\$55,767	\$58,928	\$62,088	\$67,094	\$68,410	\$69,726
17	\$55,767	\$58,928	\$62,088	\$67,094	\$68,410	\$69,726
18	\$57,611	\$60,772	\$63,933	\$68,939	\$70,255	\$71,571
19	\$57,611	\$60,772	\$63,933	\$68,939	\$70,255	\$71,571
20	\$57,611	\$60,772	\$63,933	\$68,939	\$70,255	\$71,571
21	\$59,456	\$62,617	\$65,778	\$70,783	\$72,099	\$73,416
22	\$59,456	\$62,617	\$65,778	\$70,783	\$72,099	\$73,416
23	\$59,456	\$62,617	\$65,778	\$70,783	\$72,099	\$73,416
24	\$61,301	\$64,462	\$67,622	\$72,628	\$73,944	\$75,260
25	\$61,301	\$64,462	\$67,622	\$72,628	\$73,944	\$75,260
26	\$61,301	\$64,462	\$67,622	\$72,628	\$73,944	\$75,260
27	\$63,146	\$66,306	\$69,467	\$74,473	\$75,789	\$77,105
28	\$63,146	\$66,306	\$69,467	\$74,473	\$75,789	\$77,105
29	\$64,990	\$68,151	\$71,312	\$76,317	\$77,633	\$78,950
30	\$64,990	\$68,151	\$71,312	\$76,317	\$77,633	\$78,950
31	\$64,990	\$68,151	\$71,312	\$76,317	\$77,633	\$78,950
32	\$64,990	\$68,151	\$71,312	\$76,317	\$77,633	\$78,950
33	\$64,990	\$68,151	\$71,312	\$76,317	\$77,633	\$78,950
34	\$64,990	\$68,151	\$71,312	\$76,317	\$77,633	\$78,950
35	\$64,990	\$68,151	\$71,312	\$76,317	\$77,633	\$78,950
36	\$64,990	\$68,151	\$71,312	\$76,317	\$77,633	\$78,950
37	\$64,990	\$68,151	\$71,312	\$76,317	\$77,633	\$78,950
38	\$64,990	\$68,151	\$71,312	\$76,317	\$77,633	\$78,950
39	\$64,990	\$68,151	\$71,312	\$76,317	\$77,633	\$78,950
40	\$64,990	\$68,151	\$71,312	\$76,317	\$77,633	\$78,950

SEPTEMBER 1, 2018 – AUGUST 31, 2019

EXP.	BACHELOR	150S/225Q HRS.	BACHELOR PLUS 24S/36Q HRS.	MASTERS	MASTERS PLUS 10S/15Q GR. HRS.	MASTERS PLUS 16S/24Q GR. HRS.
0	\$35,830	\$37,159	\$38,489	\$39,818	\$41,147	\$42,476

1	\$37,693	\$39,022	\$40,352	\$41,681	\$43,010	\$44,340
2	\$39,556	\$40,886	\$42,215	\$43,544	\$44,873	\$46,203
3	\$41,419	\$42,749	\$44,078	\$45,407	\$46,737	\$48,066
4	\$43,283	\$44,612	\$45,941	\$47,271	\$48,600	\$49,929
5	\$45,146	\$46,475	\$47,804	\$49,134	\$50,463	\$51,792
6	\$47,009	\$48,338	\$49,668	\$50,997	\$52,326	\$53,655
7	\$48,872	\$50,201	\$51,531	\$52,860	\$54,189	\$55,519
8	\$50,735	\$52,065	\$53,394	\$54,723	\$56,052	\$57,382
9	\$52,598	\$53,928	\$55,257	\$56,586	\$57,916	\$59,245
10	\$54,462	\$55,791	\$57,120	\$58,449	\$59,779	\$61,108
11	\$54,462	\$57,654	\$58,983	\$60,313	\$61,642	\$62,971
12	\$54,462	\$57,654	\$60,847	\$62,176	\$63,505	\$64,834
13	\$54,462	\$57,654	\$60,847	\$64,039	\$65,368	\$66,698
14	\$54,462	\$57,654	\$60,847	\$65,902	\$67,231	\$68,561
15	\$56,325	\$59,517	\$62,710	\$67,765	\$69,095	\$70,424
16	\$56,325	\$59,517	\$62,710	\$67,765	\$69,095	\$70,424
17	\$56,325	\$59,517	\$62,710	\$67,765	\$69,095	\$70,424
18	\$58,188	\$61,380	\$64,573	\$69,628	\$70,958	\$72,287
19	\$58,188	\$61,380	\$64,573	\$69,628	\$70,958	\$72,287
20	\$58,188	\$61,380	\$64,573	\$69,628	\$70,958	\$72,287
21	\$60,051	\$63,244	\$66,436	\$71,492	\$72,821	\$74,150
22	\$60,051	\$63,244	\$66,436	\$71,492	\$72,821	\$74,150
23	\$60,051	\$63,244	\$66,436	\$71,492	\$72,821	\$74,150
24	\$61,914	\$65,107	\$68,299	\$73,355	\$74,684	\$76,013
25	\$61,914	\$65,107	\$68,299	\$73,355	\$74,684	\$76,013
26	\$61,914	\$65,107	\$68,299	\$73,355	\$74,684	\$76,013
27	\$63,777	\$66,970	\$70,162	\$75,218	\$76,547	\$77,877
28	\$63,777	\$66,970	\$70,162	\$75,218	\$76,547	\$77,877
29	\$65,641	\$68,833	\$72,025	\$77,081	\$78,410	\$79,740
30	\$65,641	\$68,833	\$72,025	\$77,081	\$78,410	\$79,740
31	\$65,641	\$68,833	\$72,025	\$77,081	\$78,410	\$79,740
32	\$65,641	\$68,833	\$72,025	\$77,081	\$78,410	\$79,740
33	\$65,641	\$68,833	\$72,025	\$77,081	\$78,410	\$79,740
34	\$65,641	\$68,833	\$72,025	\$77,081	\$78,410	\$79,740
35	\$65,641	\$68,833	\$72,025	\$77,081	\$78,410	\$79,740

36	\$65,641	\$68,833	\$72,025	\$77,081	\$78,410	\$79,740
37	\$65,641	\$68,833	\$72,025	\$77,081	\$78,410	\$79,740
38	\$65,641	\$68,833	\$72,025	\$77,081	\$78,410	\$79,740
39	\$65,641	\$68,833	\$72,025	\$77,081	\$78,410	\$79,740
40	\$65,641	\$68,833	\$72,025	\$77,081	\$78,410	\$79,740

LAKE LOCAL SCHOOLS

EXTRA DUTY

APPENDIX C

Salary Base			\$34,610	\$35,475	\$35,830
Updated 06/21/16					
Positions	Points	Index	FY2017	FY2018	FY2019
Head Football	20	0.2	\$6,922	\$7,095	\$7,166
Head Basketball (B)	18	0.18	\$6,230	\$6,386	\$6,449
Head Basketball (G)	18	0.18	\$6,230	\$6,386	\$6,449
Assistant Athletic Director	16	0.155	\$5,365	\$5,499	\$5,554
Head Wrestling	16	0.155	\$5,365	\$5,499	\$5,554
Head Track	16	0.155	\$5,365	\$5,499	\$5,554
Head Baseball	16	0.155	\$5,365	\$5,499	\$5,554
Head Volleyball	16	0.155	\$5,365	\$5,499	\$5,554
Head Softball	16	0.155	\$5,365	\$5,499	\$5,554
Head Soccer (B)	16	0.155	\$5,365	\$5,499	\$5,554
Head Soccer (G)	16	0.155	\$5,365	\$5,499	\$5,554
Assistant Football (4)	16	0.155	\$5,365	\$5,499	\$5,554
Marching Band	16	0.155	\$5,365	\$5,499	\$5,554
JV Basketball (B)	14	0.135	\$4,672	\$4,789	\$4,837
JV Basketball (G)	14	0.135	\$4,672	\$4,789	\$4,837
JV Soccer (B)	14	0.135	\$4,672	\$4,679	\$4,837
JV Soccer (G)	14	0.135	\$4,672	\$4,679	\$4,837
MS Athletic Director	14	0.135	\$4,672	\$4,789	\$4,837
JV Volleyball	14	0.135	\$4,672	\$4,789	\$4,837
JV Baseball	14	0.135	\$4,672	\$4,789	\$4,837
JV Softball	14	0.135	\$4,672	\$4,789	\$4,837
Freshman Football (2)	13	0.115	\$3,980	\$4,080	\$4,120
Freshman Basketball (B)	13	0.115	\$3,980	\$4,080	\$4,120
Freshman Basketball (G)	13	0.115	\$3,980	\$4,080	\$4,120

Freshman Volleyball	13	0.115	\$3,980	\$4,080	\$4,120
HS Musical	13	0.115	\$3,980	\$4,080	\$4,120
HS Cheerleading	13	0.115	\$3,980	\$4,080	\$4,120
Head Cross Country (B&G)	12	0.1	\$3,461	\$3,548	\$3,583
Head Golf	12	0.1	\$3,461	\$3,548	\$3,583
Assistant Soccer (B&G)	12	0.1	\$3,461	\$3,548	\$3,583
Assistant Track (3)	12	0.1	\$3,461	\$3,548	\$3,583
Assistant Wrestling (2)	12	0.1	\$3,461	\$3,548	\$3,583
Assistant Baseball	12	0.1	\$3,461	\$3,548	\$3,583
Assistant Softball	12	0.1	\$3,461	\$3,548	\$3,583
Assistant Volleyball	12	0.1	\$3,461	\$3,548	\$3,583
Assistant Basketball (B)	12	0.1	\$3,461	\$3,548	\$3,583
Assistant Basketball (G)	12	0.1	\$3,461	\$3,548	\$3,583
Debonnaires	12	0.1	\$3,461	\$3,548	\$3,583
JH Football (4)	11	0.095	\$3,288	\$3,370	\$3,404
JH Wrestling	11	0.095	\$3,288	\$3,370	\$3,404
JH Head Track Coach	12	0.1	\$3,461	\$3,548	\$3,583
JH Track (B&G) - 3	11	0.095	\$3,288	\$3,370	\$3,404
JH Basketball (B) – 2	11	0.095	\$3,288	\$3,370	\$3,404
JH Basketball (G) – 2	11	0.095	\$3,288	\$3,370	\$3,404
JH Volleyball – 2	11	0.095	\$3,288	\$3,370	\$3,404
Summer Baseball	11	0.095	\$3,288	\$3,370	\$3,404
Summer Softball	11	0.095	\$3,288	\$3,370	\$3,404
Elem Chorus	11	0.095	\$3,288	\$3,370	\$3,404
HS Drama	10	0.075	\$2,596	\$2,661	\$2,687
HS Assistant Musical	9	0.07	\$2,423	\$2,483	\$2,508
HS Student Council	8	0.065	\$2,250	\$2,306	\$2,329
HS Art Club	8	0.065	\$2,250	\$2,306	\$2,329
Elem Art Club	8	0.065	\$2,250	\$2,306	\$2,329
Freshman Cheerleading	8	0.065	\$2,250	\$2,306	\$2,329
Pep Band	8	0.065	\$2,250	\$2,306	\$2,329
JH Cheerleading	8	0.065	\$2,250	\$2,306	\$2,329
Head Bowling	7	0.06	\$2,077	\$2,129	\$2,150
JH Cross Country	7	0.06	\$2,077	\$2,129	\$2,150
JH Student Council	7	0.06	\$2,077	\$2,129	\$2,150
HS Asst Drama	7	0.06	\$2,077	\$2,129	\$2,150
JH Yearbook	7	0.06	\$2,077	\$2,129	\$2,150
HS Newspaper	7	0.06	\$2,077	\$2,129	\$2,150

JH Newspaper	7	0.06	\$2,077	\$2,129	\$2,150
Assistant Marching Band	7	0.06	\$2,077	\$2,129	\$2,150
Lake Elem Student Council	6	0.055	\$1,904	\$1,951	\$1,971
HS Yearbook	6	0.055	\$1,904	\$1,951	\$1,971
JH Quiz Bowl	6	0.055	\$1,904	\$1,951	\$1,971
Elem Quiz Bowl	6	0.055	\$1,904	\$1,951	\$1,971
HS Musical - 2nd Assistant	6	0.055	\$1,904	\$1,951	\$1,971
Class Advisor 11	6	0.055	\$1,904	\$1,951	\$1,971
JV Golf	6	0.055	\$1,904	\$1,951	\$1,971
HS Quiz Bowl	6	0.055	\$1,904	\$1,951	\$1,971
Mentor - 1 Teacher	6	0.055	\$1,904	\$1,951	\$1,971
Mentor - 2 Teachers (x1.5)		0.0825	\$2,855	\$2,927	\$2,956
Color Guard Advisor	6	0.055	\$1,904	\$1,951	\$1,971
National Honor Society/SIA	6	0.055	\$1,904	\$1,951	\$1,971
Elem Grade Level K	5	0.035	\$1,211	\$1,242	\$1,254
Elem Grade Level 1	5	0.035	\$1,211	\$1,242	\$1,254
Elem Grade Level 2	5	0.035	\$1,211	\$1,242	\$1,254
Elem Grade Level 3	5	0.035	\$1,211	\$1,242	\$1,254
Elem Grade Level 4	5	0.035	\$1,211	\$1,242	\$1,254
Elem Grade Level 5	5	0.035	\$1,211	\$1,242	\$1,254
Elem Grade Level 6	5	0.035	\$1,211	\$1,242	\$1,254
Dept Chairs K-12 – Music	5	0.035	\$1,211	\$1,242	\$1,254
Dept Chairs K-12 – PE	5	0.035	\$1,211	\$1,242	\$1,254
Dept Chairs K-12 – Art	5	0.035	\$1,211	\$1,242	\$1,254
Sec. Dept Chair – Math	5	0.035	\$1,211	\$1,242	\$1,254
Sec. Dept Chair – Science	5	0.035	\$1,211	\$1,242	\$1,254
Sec. Dept Chair - Language Arts	5	0.035	\$1,211	\$1,242	\$1,254
Sec. Dept Chair - Social Studies	5	0.035	\$1,211	\$1,242	\$1,254
Sec. Dept Chair - Voc/Bus.	5	0.035	\$1,211	\$1,242	\$1,254
LPDC-3	5	0.035	\$1,211	\$1,242	\$1,2525
Elem Basketball (B)	3	0.03	\$1,038	\$1,064	\$1,075
Elem Basketball (G)	3	0.03	\$1,038	\$1,064	\$1,075
Elem Wrestling	3	0.03	\$1,038	\$1,064	\$1,075
Elem Volleyball	3	0.03	\$1,038	\$1,064	\$1,075
Elem Intramural Flag Football (02-03)	3	0.03	\$1,038	\$1,064	\$1,075
JH Art Club	3	0.03	\$1,038	\$1,064	\$1,075
Class Advisor 9	3	0.03	\$1,038	\$1,064	\$1,075
Class Advisor 10	3	0.03	\$1,038	\$1,064	\$1,075

Class Advisor 12	3	0.03	\$1,038	\$1,064	\$1,075
Varsity Club	3	0.03	\$1,038	\$1,064	\$1,075
HS Senior Video	3	0.03	\$1,038	\$1,064	\$1,075
Tri "M"	3	0.03	\$1,038	\$1,064	\$1,075
Choreographer	3	0.03	\$1,038	\$1,064	\$1,075
Drama Club	3	0.03	\$1,038	\$1,064	\$1,075
Spanish Club	2	0.025	\$865	\$887	\$896
French Club	2	0.025	\$865	\$887	\$896
Library Club	2	0.025	\$865	\$887	\$896
Weight Room Supervisor 3 mos. (4)	2	0.025	\$865	\$887	\$896

ARTICLE XXI – IMPLEMENTATION AND DURATION PROVISIONS

A. Complete Agreement Clause

The parties acknowledge that during the negotiations which resulted in this Agreement and Appendix, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement and Appendix constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations. All prior negotiated agreements not contained herein, and all prior practices, rules or regulations not contained herein shall not be binding upon the parties to this Agreement.

B. Terms and Duration

The term of the Agreement shall be from 12:01 A.M., September 1, 2016 through 12:00 A.M., August 31, 2019.

LAKE LOCAL SCHOOLS

LAKE EDUCATION ASSOCIATION

President, Board of Education

President, Lake Education Association

Superintendent

Vice Pres., Lake Education Association

Treasurer, Board of Education

ARTICLE XXI – IMPLEMENTATION AND DURATION PROVISIONS

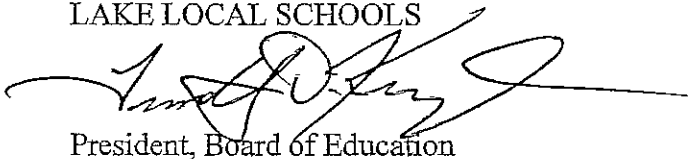
A. Complete Agreement Clause

The parties acknowledge that during the negotiations which resulted in this Agreement and Appendix, each had the unlimited right and opportunity to make demands and proposals on any subject within the scope of negotiations. The understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth herein, and the parties agree that this Agreement and Appendix constitutes the entire contract between them and settles all demands and issues on all matters within the scope of negotiations. All prior negotiated agreements not contained herein, and all prior practices, rules or regulations not contained herein shall not be binding upon the parties to this Agreement.

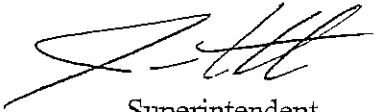
B. Terms and Duration

The term of the Agreement shall be from 12:01 A.M., September 1, 2016 through 12:00 A.M., August 31, 2019.

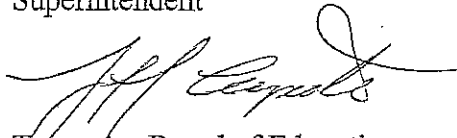
LAKE LOCAL SCHOOLS



President, Board of Education

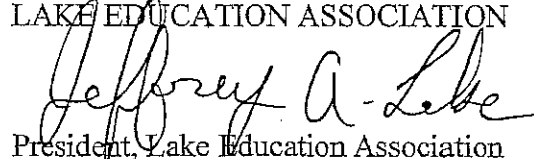


Superintendent



Treasurer, Board of Education

LAKE EDUCATION ASSOCIATION



President, Lake Education Association



Vice Pres., Lake Education Association